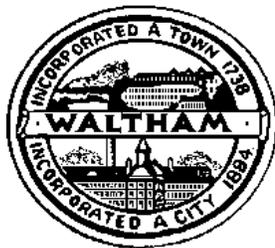


# *Waltham Public Schools*



## Collective Bargaining Agreement

**Between the School Committee of the City of Waltham, MA**

**And**

**The Waltham School Administrators' Association**

**July 1, 2019 through June 30, 2022**

**PREAMBLE**

This **AGREEMENT** is made and entered into by and between the **SCHOOL COMMITTEE OF WALTHAM, MASSACHUSETTS** (hereinafter referred to as the “Committee”) and the **WALTHAM SCHOOL ADMINISTRATORS’ ASSOCIATION** (hereinafter referred to as the “WSAA”). It is effective from July 1, 2019 through June 30, 2022.

The Committee and the WSAA recognize that their prime purpose is the development and operation of educational programs of the highest quality for the benefit of the students in the City of Waltham.

In order to fulfill this purpose, relationships must be established on the basis of the parties’ responsibility to each other and on the concept of education as public trust and as a professional calling. Therefore, the parties agree as follows:

## **ARTICLE I** **RECOGNITION**

1.1 The Committee recognizes the WSAA as the exclusive representative for the purpose of collective bargaining pursuant to Massachusetts General Laws, Chapter 150E, with respect to wages, hours, standards of productivity and other terms and conditions of employment; consisting of all employees of the Waltham school system occupying the following administrative positions:

- a) Directors Effective July 1, 2020 remove the position of Athletic Director from the bargaining unit. Effective July 1, 2020, establish the new position of “Director of Physical Education, Health and Wellness”, which shall be a bargaining unit position. The establishment of this new position including health will result in a reconfiguration of the current position of Director of Science and Health resulting in the remaining position being Director of Science. The manner of filling the two positions referenced in this Paragraph will be in accordance with the attached Side Letter of Agreement. The Parties have agreed that for the life of the term of the successor collective bargaining agreement (i.e., through June 20, 2022) the position of “Director of Changemaker Academy” shall continue to be regarded as a bargaining unit position.
- b) Associate Principals
- c) Assistant Principals
- d) Assistant Directors

“Part-time administrators” are only in the bargaining unit to the extent of their administrative proportionate service. Their salary is negotiable within this bargaining unit.

1.2 The Committee and the WSAA agree that the positions of Superintendent, Assistant Superintendent, Administrator of Pupil Personnel, Administrator of Technology and effective on July 1, 2017 the position of Director of ELL, and effective July 1, 2020 the position of Athletic Director and all other employees of the School Committee of the City of Waltham are specifically excluded.

1.3 All employees occupying positions in the Waltham School Administrators’ Association are hereinafter referred to as “Administrators” except when special reference is made to their individual titles.

## **ARTICLE 2** **MANAGEMENT RIGHTS and SCOPE**

- 2.1 It is recognized that the Committee and the Superintendent have and will continue to retain, whether exercised or not, the rights and responsibilities to direct the operations of the public schools of the City of Waltham in all aspects. These rights and responsibilities shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms or provisions of this Agreement. However, any action taken by the Committee or the Superintendent with respect to such retained rights, and/or matters herein elsewhere mentioned excluded from grievance and arbitration shall not be subject to grievance and arbitration, and the School Committee and/or the Superintendent may exercise such rights and responsibilities in their discretion.

**ARTICLE 3**  
**EMPLOYEE RIGHTS and OBLIGATIONS**

- 3.1 The Committee and/or the Superintendent, in the exercise of their respective powers, agree not to discharge, discriminate against, interfere with, restrain or coerce any Administrator covered by this Agreement because of the lawful exercise of the rights set forth for such employees in Section 2 of Chapter 150E of the Massachusetts General Laws.
- 3.2 The Committee and/or the Superintendent and the WSAA agree that they will not discriminate against, interfere with, or coerce any Administrator because such Administrator gives testimony, takes part in grievance procedure or hearings, negotiations or conferences for or on behalf of the WSAA or on behalf of any Administrator.
- 3.3 The Administrators are free to become or refrain from becoming members of the WSAA. Notwithstanding membership in the Association, the WSAA agrees to be responsible for representing the interests of the employees or the bargaining unit without discrimination.
- 3.4 The Committee and/or the Superintendent and WSAA agree that they will not discriminate against any person in the bargaining unit because of race, color, national origin, sex or marital status.
- 3.5 The WSAA agrees, upon the request by the Superintendent, that it shall supply the Superintendent, on behalf of the Committee, with a list of its officers and members and the members of its bargaining and grievance committees in writing. The WSAA shall keep the Committee informed of any changes in the roster of such officers, it being understood that providing this information shall not be construed as in any manner interfering with the Association's right to change officers.
- 3.6 The WSAA recognizes the authority and responsibility of the Superintendent of Schools or his/her designee in disciplining or reprimanding an Administrator for delinquency or lack of professional performance. Disciplining or reprimanding may be formal or informal. When such disciplining is formal (i.e., the disciplining and/or reprimand is written and is to be placed in the Administrator's personnel file), the Administrator shall have a right, if he/she so requests in writing within five (5) days of the receipt of the written disciplinary notice to him/her, to

discuss the matter with the person initiating the formal disciplinary action. In such cases the Administrator may, in his/her discretion, have a representative of the Association present.

Nothing in this Article is intended to infringe upon or limit the right of the Superintendent or his/her designees to discuss with any individual Administrator covered by this contract, general or professional conduct or performance, or to limit the Superintendent's or his/her designee's ability to communicate with the staff on a one-to-one basis.

3.7 The provisions of this Agreement are not intended to restrict the Superintendent's rights or the Principal's right with the approval of the Superintendent to determine to appoint or not to appoint to a term, or to remove or not to remove an Administrator, except to the extent provided by law, and such actions by the Superintendent and/or Principal shall not be subject to grievance and arbitration.

3.8 It shall be the responsibility of each building or program Administrator, on or before a date set by the Superintendent or his/her designee, to submit a complete budget covering all expenditures requested by or for planned use within the Unit of such Administrator.

3.9 The primary duty of an Administrator shall be to administer programs within his/her planned area of responsibility and to carry out duties assigned. The Administrator shall perform these duties in accordance with professional standards. These duties shall include, but not be limited to, the supervision, direction, evaluation, and instructional guidance of employees within the area of responsibility assigned to the Administrator and responsibility for teaching, supervision, and performance of students; and planning for such duties, giving full consideration to fiscal limitations, all within the area of responsibility assigned by the Superintendent.

From time to time, in the discretion of the Superintendent, any Administrator may be temporarily assigned to other duties as are designated by the Superintendent. If the Superintendent assigns a member to an extended temporary assignment outside of his/her current contracted position for a period of time beyond ten (10) consecutive working days, the Superintendent shall meet with the individual no later than the tenth working day to agree upon a per diem compensation for any subsequent time worked in the temporary assignment. If no agreement can be reached, the administrator will immediately revert to his/her contracted position and the Superintendent will fill the temporary position with another individual. No administrator will incur a penalty for failure to reach agreement with the Superintendent under the terms of this article.

3.10 All Administrators covered by this Agreement shall be required to evaluate employees under their control or direction at times and in such a manner as is designated by the Superintendent of Schools or his/her designee. In the event that an administrator covered by this Agreement becomes unable, for whatever the reason, to complete his/her evaluative responsibilities, the Superintendent may, at his/her sole discretion, while contemplating current evaluation caseloads, reassign these responsibilities to other administrators.

#### **ARTICLE 4** **PERSONNEL RECOMMENDATIONS**

4.1 While recognizing the responsibility for recommending and appointing personnel in the Waltham School System is that of the Superintendent of Schools and for the Principals to the extent practicable, prior to making such decisions the Superintendent and/or Principal shall give due consideration to recommendations made by the appropriate Administrator upon

request. The recommendations made by the appropriate Administrator to the Superintendent shall be deemed advisory only and in no way will infringe upon the rights of the Superintendent and/or Principal. The exercise of “due consideration” shall be in the sole discretion of the Superintendent of Schools and/or Principal and not subject to grievance and arbitration.

## **ARTICLE 5**

### **WORK YEAR - SCHOOL CALENDAR**

- 5.1 Administrators have an obligation to perform the direct and implied duties of their position and each of them will expend such time and effort as is necessary to effectuate and achieve the goals and purposes of his/her position even if the time, which is required, is in excess of the normal school day for students or teachers.
- 5.2 Definition of the work year:
- a) A ten-month work year can be from 182 to 193 days.
  - b) An eleven-month work year consists of 210 days.
  - c) A twelve-month work year shall be 225 days, exclusive of weekends and holidays. It shall include the 180-day student year and eight days before students arrive, plus eight days after students depart, and twenty-nine days at the discretion of the Superintendent.
  - d) Administrators will work the 180 days that students are present and the other required days, as approved by the Superintendent.
- 5.3 When requested, any Administrator covered by this Article shall submit to the Superintendent or his/her designee for approval, his/her schedule for workdays for the work year. It is agreed by the Parties that “modeling” of teaching techniques by Directors is an appropriate professional function of such Directors and that doing so is both permissible under the terms of the collective bargaining agreement and does not entitle the Director to any additional compensation under this Section or otherwise.

Administrators must complete their work assignments during their assigned work year.

The Superintendent may require a Director to work up to one (1) day in excess of his/her work year, in which case, the Superintendent will have the approval authority over the specific day to be worked and the director will be paid at his/her per diem rate.

The High School Principal may require an Associate Principal to work up to two (2) days in excess of his/her work year, in which case, the School Principal will have the approval authority over the specific day to be worked and the Associate Principal will be paid at his/her per diem rate.

A School Principal may require an Assistant Principal to work up to one (1) day in excess of his/her work year, in which case, the School Principal will have the approval authority over the specific day to be worked and the Assistant Principal will be paid at his/her per diem rate.

The Superintendent may further require Administrators to work three (3) additional days for district level meetings and conferences, for which each Administrator will be paid at his/her per diem rate. The Administrators so designated will be afforded input into the selection of the specific date and given at least one month’s notice of the meetings.

The Superintendent or his designee may, in writing, and by making specific reference to this article of the agreement, assign the administrator to work in excess of his/her regular work year in order to perform work of the type normally performed by that administrator. When so assigned, the administrator shall be paid his/her per diem rate. Any determination as to whether such pay for additional work is "regular compensation" for purposes of Mass. G.L. c. 32 shall be made by the Massachusetts Teachers Retirement System

The Administrator shall take into account the necessity that this work schedule be compatible with the teacher and student work year schedule.

Any deviation from his/her work schedule may be made only with the written permission of the Superintendent or his/her designee.

A variation of the scheduling of the normal work year, defined in Article 5.2 may be arranged between the Superintendent or his/her designee and the individual Administrator involved and shall not require any additional compensation if the number of days worked is not in excess of the days set forth in Article 5.2.

The Superintendent and/or Principal will make a good faith effort to avoid assigning directors teaching duties which exceed .2 contingent upon the fiscal circumstances with which the Committee must deal.

If directors are required to teach, those assigned .2 teaching duties will be paid full administrative salary and will receive five days of compensatory time off with pay. If directors are assigned more than .2 teaching duties, they will be paid full administrative salary and be required to work as many days as comprise a teacher's work year. Assistant Directors may be required to teach up to .2 FTE. In the event that an Assistant Director is required to teach up to .2 FTE, the Assistant Director will be compensated at full administrator salary for Assistant Directors.

- 5.4 In the event that inclement weather results in the cancellation of school on a day when a meeting authorized by this contract is scheduled, then the meeting may be rescheduled with seven calendar days' notice.

## **ARTICLE 6** **EVALUATIONS - PURPOSE**

- 6.1 The purpose of an Administrator's evaluation shall include the continuing improvement of the performance of the Administrator, determination of, and recognition of deficiencies and strengths of an Administrator in carrying out the purposes and policies of the Superintendent and the School Committee in fulfilling the special needs and goals of the school system. Evaluation shall be a continuous process and shall include all aspects of an Administrator's performance. Evaluations shall be completed utilizing the DESE approved evaluation process.
- 6.2 Administrators are evaluated and, in turn, they evaluate staff in accordance with the Education Reform Law.

Evaluation shall be discussed between the evaluator and the evaluatee; and the evaluatee may, if he/she so desires, attach a statement in response thereto.

School Administrators are required to evaluate teachers consistent with the guidelines of the Massachusetts Department of Education.

6.3 In any action taken by the Superintendent and/or Principal in regard to an Administrator or in any defense to such action by the Administrator, when such action or defense is based on or deals with an evaluation or the evaluation process, evidence otherwise admissible at proceedings dealing with an action or defense may be used in support or defense of the action, notwithstanding the requirement to formally evaluate or the right to formally reply.

6.4 **Study Committee.** The parties will each designate one or more persons to be on an Evaluation Study Committee ("Committee"). The Committee will meet at reasonable intervals to study and discuss issues relating to the allocation, distribution, assignment of and/or workload attendant to the performance of evaluations by WSAA members. A primary objective of the Committee will be to explore ways in which evaluation responsibilities can be assigned in as equitable a manner as possible. To the extent that the Committee were to agree to any language or modification of process which would necessitate a change to contract language, such change(s) would be subject to ratification by both the Association and the School Committee.

## **ARTICLE 7** **PERSONNEL FILES**

7.1 A personnel file on each Administrator shall be maintained in the office of the Superintendent or his/her designee. The Administrator, upon appointment and if he/she so desires, may examine and make copies of any and all materials contained in his/her file.

7.2 The Superintendent or his/her designee in his/her discretion may bring to the attention of any Administrator such matters contained in the personnel file of the Administrator he/she deems relevant. Complaints or other material which reflects negatively upon an Administrator to be placed in such file shall be brought to the attention of the Administrator as soon as is practicable. The Administrator shall be required to sign such document acknowledging only thereby that the Administrator has read it. The Administrator may respond in writing and such response will also be filed.

## **ARTICLE 8** **SABBATICAL LEAVE**

8.1 Pursuant to MGL Chapter 71, Section 41A, sabbatical leave for approved study or research may be granted an Administrator by the School Committee or its designee upon recommendation of the Superintendent, after at least seven (7) consecutive years of service in the Waltham Public Schools. The School Committee reserves the sole right of approval or denial based on criteria it deems applicable at the time of the request and any decision to approve or deny such requests by the School Committee is not subject to grievance or arbitration of the procedures provided herein.

8.2 An employee granted sabbatical leave may be granted a maximum of one-half year's salary for the coming academic year which may be paid to the employee during the course of one-half or one full academic year.

8.3 Requests for sabbatical leave for the ensuing school year shall be presented to the Superintendent in writing by April 1 of the preceding school year. Such request shall include a complete statement of aims and objectives and the procedures whereby those aims and objectives are to be achieved. The Committee and/or designee shall, if practicable, notify the

Administrator of its decision on or before May 30 of the school year preceding the year for which the leave is to be effective; however, the failure of the Committee and/or designee to notify an Administrator prior to such time shall not be deemed as granting of the sabbatical leave.

- 8.4 Prior to the granting of such leave, the Administrator shall enter into a written agreement with the School Committee and/or designee setting forth the terms of the leave, including such benefits that will or will not be paid during such leave and such benefits as will or will not be restored to the employee upon termination of such leave, including the right of the Administrator to return to the Waltham Public School System to the same or similar position subject to the right of the Committee to abolish such a position, provided that such Administrator agrees to return to the Waltham Public School System for a period of time equal to twice the length of his/her leave immediately following the termination of the leave.

If the employee defaults on completing the service agreement, the Administrator will refund the amount of the sabbatical leave salary proportionate to the unfilled time which he/she agreed to serve; i.e., if he/she served only one-half of the agreed time, he/she will refund to the City one-half of the salary received while on sabbatical leave. An Administrator shall be released from such refund payment if the failure to fulfill his/her service obligations under this action are due to illness, disability, death or other reason deemed sufficient by the School Committee or its designee.

## **ARTICLE 9** **SICK LEAVE**

- 9.1 An Administrator shall carry with him/her all sick leave accumulated due to any type of service for the Waltham School System prior to his/her appointment as an Administrator. Each Administrator shall be eligible for a total of fifteen (15) days of paid sick leave for absence from work due to personal sickness or injury during the work year. Unused sick leave shall be accumulated from year to year. Up to seven (7) days of sick leave may be used to provide bedside care or household attention to a spouse, child, parent, or other member of the immediate family or one for whom the administrator is the primary care giver during the work year (the Superintendent reserves the right to request a doctor's certificate attesting to the seriousness of the medical situation). Any loss of work due to injuries occurring in or on school property or on school business will not be deducted from the sick leave account of the Administrator.
- 9.2 To be eligible to use sick leave, an Administrator must report the eligible sickness or injury to an appropriate supervisor where practicable at least one hour prior to such Administrator's scheduled reporting time on the first day of absence, and if the absence continues in excess of three (3) consecutive days or other unusual circumstances exist, he/she shall submit, upon request, evidence satisfactory to the Superintendent and/or his/her designated representative that he/she was prevented from working by sickness. If the Superintendent and/or designee requires a medical report, the expense of the report shall be borne by the Administrator. Any Administrator claiming benefits under the sick leave provisions of this contract or under Workmen's Compensation may be required to have a physical examination, which examination shall be at the expense of the School Committee.
- 9.3 The Committee shall establish, by policy, a Sick Leave Bank for use by employees covered by this contract. The Sick Leave Bank shall be established to include the following provisions:

- a) Sick leave granted by the Sick Leave Bank may only be used for extended eligible illness or injury.
- b) Sick leave, which may be granted by the Sick Leave Bank, may only be granted upon exhaustion of an eligible employee's accumulated personal sick leave.
- c) Sick leave, which may be granted by the Sick Leave Bank, may be granted only upon majority vote of the Sick Leave Bank Committee.
- d) The Sick Leave Bank Committee shall consist of one (1) person designated by the Superintendent of Schools and two (2) Waltham School Administrators' Association representatives.
- e) Participation in the Sick Leave Bank shall be on a voluntary basis.
- f) Two (2) earned days of an employee's accumulated sick leave will be donated by such employee to the Sick Leave Bank. Upon agreement by the Association and the Committee, upon recommendation by the Sick Leave Bank Committee, additional days of an employee's accumulated sick leave may be contributed to the Bank.
- g) The membership of the Sick Leave Bank shall consist of all members of the Waltham School Administrators' Association.
- h) Each employee who is eligible to participate in the Sick Leave Bank, and who chooses not to participate, shall be required to sign a release to the School Department.
- i) No employee eligible for benefits under the Sick Leave Bank shall be granted more than ninety (90) days of additional sick leave in any school year.
- j) Employees shall be eligible for benefits under the Sick Leave Bank only while employed in the Waltham School System. Newly hired employees shall be eligible for membership in the Sick Leave Bank for a thirty (30) day period next after the first day of their employment. In addition, employees who are eligible to join the Sick Leave Bank and who have previously not done so, may, upon fulfilling the requirements to receive benefits from the Sick Leave Bank, join the Sick Leave Bank during a thirty (30) day period which shall commence October 1 of each year.
- k) Reports of the use of the Sick Leave contributed to the Sick Leave Bank shall be made quarterly to the Association, the Superintendent of Schools, and the Committee, by the Sick Leave Bank Committee.
- l) All sick leave balances in the Sick Leave Bank shall remain in the Bank and accumulate from year to year.

#### **Sick Leave Buy Back Plan**

9.4 An employee's unused earned accrued sick leave shall be subject to the following provisions:

- a) Accrued sick leave shall be subject to reimbursement at the rate of thirty dollars (\$30.00) per day, provided, however, that the total sum shall not exceed six thousand five hundred dollars (\$6,500) and subject to the provisions set forth immediately below.
- b) In order for benefits to vest in an employee as specified in (a) above, the employee must meet one of the following criteria while employed by the school system.
  - i) attainment of the age of fifty-five (55) years, or
  - ii) completion of no less than twenty (20) years of continuous, creditable service, or
  - iii) death of said employee, whether said death occurs before or after the vesting requirement set forth in (1) and (2) above.
- c) Payments, if benefits have vested, will not be made until the employee has retired from the Waltham School System. For purposes of this article, retirement shall mean eligibility to receive an actual receipt of benefits under the Massachusetts Teachers' Retirement System. The use of this definition is restricted for the sole purpose of determining payment date and is not intended to increase or decrease vesting rights under paragraph (b) above.
- d) The maximum accumulation of sick leave days shall be three hundred (300) days per employee. For those employees who are at or near the maximum, their fifteen (15) days yearly entitlement will be held aside and applied at the end of the year as needed so as to allow the employee to attain the 300 day maximum.
- e) Except in the case of death, those wishing to take advantage of this provision must notify the Superintendent on or before February 1. The Superintendent may waive the aforementioned notification deadline, but the Superintendent's decision with regard to such a waiver or waivers shall not be subject to the grievance and/or arbitration provisions of this Agreement. Administrators who leave the system voluntarily but are not retiring can donate up to four (4) of their unused accumulated sick days to the Sick Leave Bank.

**ARTICLE 10**  
**OTHER LEAVES of ABSENCE WITH PAY**

- 10.1 The Committee will grant five (5) consecutive school days, not to exceed eight (8) calendar days, leave with pay if a death occurs in the immediate family of the Administrator. Immediate family for these purposes shall be defined as: spouse, parent, guardian, grandparent, brother or sister, son or daughter, brother-in-law or sister-in-law, father-in-law or mother-in-law, son-in-law or daughter-in-law, grandchild, or other relative residing within the household of the Administrator. The Committee will grant (1) school day leave with pay upon the death of an administrator's aunt or uncle.
- 10.2 The Superintendent, in his/her sole discretion and not subject to grievance and arbitration, may grant leaves with pay to Administrators for personal reasons, attending workshops, conferences, and professional improvement programs or such other reasons as he/she may deem appropriate with approval of the School Committee.
- 10.3 Time out for accidents occurring in or on school property or on school business will be handled in accordance with Workers Compensation statutes and regulations.

**ARTICLE 11**  
**LEAVES of ABSENCE WITHOUT PAY**

- 11.1 All absences under this article shall be granted by the Superintendent consistent with policies established by the Committee and as provided in this Collective Bargaining Agreement.
- 11.2 The Superintendent may, in his/her sole discretion and not subject to grievance and arbitration, or in accordance with law, as the case may be, grant a leave of absence without pay to any Administrator for any purpose permitted by law as it shall determine, including but not limited to military leave, family sickness and maternity.
- 11.3 During such leave of absence without pay, the Administrator shall not be eligible for, nor shall the Administrator accrue, nor shall the Committee be required to pay for, except to the extent required by law, any benefits including but not limited to sick leave, health and life insurance and retirement.
- 11.4 The return to service and the status of the Administrator, upon the return of the Administrator to service, shall be negotiated between the Administrator and the Superintendent or his/her designee on an individual basis prior to the commencement of a leave of absence without pay.
- 11.5 Any Administrator who expects to be delivered of a child between Labor Day and April 30<sup>th</sup> of any year shall be eligible for the maternity leave without pay to commence no later than the delivery date to the end of the school year, upon written notice to the Superintendent at least two weeks prior to the date the leave shall commence, but in any event no later than March 1. During such leave, the provisions of Article 11.2 shall be applicable, except that the Committee shall be required to return the Administrator to the position occupied prior to the commencement of the leave if such position has not been abolished.

Any Administrator who expects to be delivered of a child between May 1 and Labor Day of any year shall be eligible for a maternity leave without pay to commence no later than the delivery date to April 30, upon written notice to the Superintendent at least two weeks prior to

the date the leave shall commence but in any event no later than August 15. During such leave, the provisions of Article 11.2 shall be applicable, except that the Committee shall be required to return the Administrator to the position occupied prior to the commencement of the leave if such position has not been abolished.

The extension of maternity leave beyond that set forth above shall be in accordance with the provisions of Article 11.1 and 11.2 above.

## **ARTICLE 12** **EMPLOYEE BENEFITS**

- 12.1 The Committee agrees to continue to provide Administrators with the same health and insurance plans as is provided to all other City employees. Premiums contributed and the benefit levels under these plans are administered by the City, the Mayor as the authorizing agent. The Committee agrees to make the same percentage contributions towards premiums as are made for all other City employees.

Any claim or dispute concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contract and shall not be subject to grievance and arbitration or the procedures provided herein.

- 12.2 The Committee agrees to deduct from salaries of Administrators who have on file with the Committee an executed dues deduction authorization card, and to transmit the monies to the Association treasurer.

Deductions referred to in the paragraph above will be made in equal payments in amounts certified by the Association treasurer and being the regular membership dues of the WSAA from each paycheck commencing with the first paycheck in October and ending with the final paycheck in May. For the 2019-2020 year only, the deductions shall begin with the first paycheck in December and shall continue through the final paycheck in May. The amounts deducted will be submitted to the Association treasurer as soon as is reasonably possible after the issuance of the paychecks for which deductions were taken. The amounts will be deducted from year to year in amounts certified by the Association until sixty (60) days notice in writing is given by the individual to the contrary.

The provisions of this Article shall be subject to the requirements of Section 17C of Chapter 180 of the MGL, including the requirements of the treasurer that he/she has given to the WSAA a bond in a form approved by the Commission of Corporations and Taxation for the faithful performance of his/her duties in a sum with such sureties as is satisfactory to the treasurer of the City of Waltham.

### **Payroll Deductions**

- 12.3 Upon authorization in writing on a form prescribed by the Superintendent of Schools, payroll deduction shall be made for Administrators for the following purposes:
- a) premium under the current employee group insurance provided by the City of Waltham;
  - b) payment pursuant to an approved tax sheltered annuity program;
  - c) payment to an approved savings institution;
  - d) purchase of United States Savings Bonds;
  - e) Massachusetts Bay United Fund contributions.

Administrators may enroll in tax sheltered annuity and credit union programs at any time throughout the year.

### **Payment of Salaries**

- 12.4 Administrators will be paid in twenty-two (22) or twenty-six (26) installments commencing on the second Friday after the first day of school. Any Administrator shall be entitled to receive on the last payday in June any unpaid installments due.

## **ARTICLE 13** **GRIEVANCE and ARBITRATION**

- 13.1 A grievance is a dispute concerning the interpretation, meaning or application of a specific term or terms or provision or provisions of this Agreement, except such disputes concerning such matters, which are specifically excluded from grievance and arbitration by other paragraphs of this contract.
- 13.2 Time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing.
- 13.3 The WSAA or Administrator shall, within fifteen (15) days from the date the Administrator knew or should have known of the grievance, file, in writing with the Superintendent, a written notice of the grievance. The Superintendent shall provide a decision in writing to the WSAA within ten (10) school days after receipt of such written notice. Failure to receive the written grievance by the Superintendent within the time prescribed will waive the Administrator's grievance.
- 13.4 If the subject matter of the grievance involves any action of the Superintendent or the building principal/s pursuant to Chapter 71, Sections 38, 40, 41, 42, 43, 47A, and 59B, and if the grievance has not been disposed to the satisfaction of the aggrieved party, the WSAA, within ten (10) school days following the date the Superintendent's decision was due, may initiate arbitration by written notice to the School Committee and to the American Arbitration Association.
- 13.5 If the grievance is not satisfactorily resolved by the Superintendent within ten (10) school days following the date the Superintendent's decision was due, and if the grievance is subject to the authority of the School Committee, the WSAA or Administrator may appeal the written decision of the Superintendent on the grievance to the School Committee in writing. The School Committee may, in its discretion, meet with the Association concerning the grievance and shall provide a written decision concerning the grievance within twenty (20) days following written notice of the grievance.
- 13.6 If a grievance is not satisfactorily resolved, the WSAA, within twenty (20) days following the receipt of the School Committee decision, or within twenty (20) days following the date upon which the School Committee's decision is due, whichever is sooner, may submit the grievance to arbitration by written notice to the School Committee and to the American Arbitration Association within the time prescribed herein.
- 13.7 The WSAA and the Committee shall attempt to agree upon the arbitrator. If the parties fail to agree upon an arbitrator within ten (10) days following notice of appeal to arbitration, the grievance shall be submitted to the American Arbitration Association for choice of an

arbitrator in accordance with its then current rules and procedures, and shall be binding upon both parties.

The arbitrator so selected shall confer with the representative of the Committee and the WSAA, hold hearings promptly; and will issue its decision, award and reasons therefore, no later than twenty (20) days from the date of the close of hearings, or if all hearings have been waived, then from the date the final statements and proofs were submitted to him/her. The function of the arbitrator is to determine the interpretation, meaning or application of specific provisions of this Agreement not excluded from arbitration. The arbitrator will be without power and authority to make a decision or an award concerning matters reserved hereunder to the School Committee, or which violates any of its promulgated policies not specifically modified by this Agreement or which violate the statutory or common law of the Commonwealth, which requires the commission of an act prohibited by law, which violate any of the terms and conditions of this Agreement, or which adds to, modifies, or subtracts from the provisions of this Agreement. The arbitrator will be without power or authority to hold hearings or render an award or decision concerning any matter, which has been specifically excluded from grievance and arbitration under this Contract. The Arbitrator shall be without power or authority to make any decision or award concerning any matter within the meaning of a grievance, which occurred or failed to occur prior to the effective date of this Agreement. The decision of the arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150C of the General Laws of the Commonwealth of Massachusetts.

- 13.8 The cost of the services of the arbitrator, including per diem, if any, and the actual and necessary travel expenses, will be born equally by the Committee and the WSAA.
- 13.9 An individual Administrator may process his/her own grievance up to but not including arbitration. Any Administrator may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or officer of any teacher organization other than the WSAA or its affiliate. When an Administrator is not represented by the WSAA, the WSAA will have the right to be present and to state its views at all stages of the grievance procedures.
- 13.10 At any step of the established grievance procedure, the failure of the WSAA or Administrator to appeal the grievance to the next step within the specified time limits shall constitute a waiver of appeal to the next step.

**ARTICLE 14**  
**BARGAINING DURING THE AGREEMENT**

14.1 Each of the parties to this Agreement acknowledges that during the collective bargaining process, which preceded the execution of this Agreement, they each had free opportunity to present any and all matters properly to be raised in the collective bargaining process. Therefore, from the date of the execution of this Agreement to the 30<sup>th</sup> day of June, 2019, neither party shall be required to negotiate with respect to any such matter, whether raised or not raised in collective bargaining, whether covered or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

**Waiver**

Failure of either party to this Agreement to exercise its obligation hereunder, at any one time, shall not be a waiver of rights of such party to exercise such rights or obligations.

**No Strikes**

14.2 During the terms of this Agreement, no Administrator covered by this Agreement shall engage, induce, or encourage any strike, work stoppage, slowdown or withholding of service of such Administrator or any other employee.

**Effect**

14.3 This constitutes the entire Agreement of the Committee and the Association, arrived at as a result of collective bargaining negotiations; such amendments hereto shall be reduced to writing and signed by the parties.

The provisions of this Agreement shall be retroactive to the date of execution unless otherwise specifically stated herein.

The terms of this Agreement are not applicable to any Administrator included in the bargaining unit while engaged in any summer, tutorial, after-school, or federal programs, except those administered as part of the normal duties during regular work hours during the prescribed work year.

**Duration**

14.4 This Agreement shall be effective upon execution and shall run for three years, from July 1, 2019 until June 30, 2022.

**Severability**

14.5 If any article or section of this Agreement shall be held to be invalid by operation of law or by any tribunal of competent jurisdiction, or the compliance with enforcement of any article or section should be restrained by said tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons and

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.

### **Opening of Negotiations**

- 14.6 The Committee or the WSAA may reopen negotiations for a successor Agreement any time after July 1, 2021 by giving written notice to the other of their desire to do so. Upon such written notice, meetings shall be arranged for such purposes. The present Agreement shall remain in full force and effect until its termination date or until a successor Agreement is negotiated, provided that the period of time shall not exceed three (3) years from the effective date of the Contract.

## **ARTICLE 15** **WAGES and LONGEVITY**

- 15.1 Wages and longevity payments due under this Contract will be set forth in Appendix A attached hereto and made part hereof.

## **ARTICLE 16** **MISCELLANEOUS**

### **Travel**

- 16.1 Any travel done by a Director on school business during school hours shall be reimbursed at the prevailing rate afforded to City employees, provided an itemized statement is presented to the Superintendent if he/she so requests. No itemized statement of less than ten (\$10.00) dollars total will be processed at any one time.

### **Vacancies**

- 16.2 If a vacancy occurs in any position covered by this Contract which the Superintendent and/or Principal intends to fill, the Superintendent and/or Principal agrees to post the vacancy on appropriate bulletin boards and agrees that he/she will not fill the vacancy on a permanent basis until the expiration of fourteen (14) days from the date such notice was posted. At the same time that such vacancy is posted, notice of the vacancy will also be sent by first class mail to the Association at an address provided to the Superintendent.

### **Assignments and Transfers**

- 16.3 The Superintendent retains sole discretion to assign and transfer Administrators consistent with the Administrator's certification. Transfer from elementary schools, of whatever size, to other elementary schools, and from elementary schools to middle schools or vice-versa, are considered lateral transfers and are at the sole discretion of the Superintendent and/or Principal. Transfers from Assistant Principal positions to Associate Principal positions shall be considered lateral transfers and are at the sole discretion of the Superintendent. Said assignments and transfers are not subject to the grievance and arbitration procedure. An Administrator desiring a transfer must submit said request to the Superintendent, in writing, no later than February 1<sup>st</sup> for the subsequent school year, or within ten (10) days of the posting of the vacancy. Denials of voluntary transfer requests and issuance of involuntary transfers are at the discretion of the Superintendent and not subject to the grievance and arbitration procedure.
- 16.4 The Superintendent, at his/her discretion, shall be able to designate vacant positions to be filled on an "interim" basis. Individuals who accept these positions will, at the time of hire, be

informed regarding eligibility to fill the position on a permanent basis. To the extent possible, hiring decisions for administrators in interim roles will be made by April 15<sup>th</sup>.

Administrator vacancies resulting from resignations or other personnel actions occurring during the school year shall be filled on an interim basis.

**ARTICLE 17**  
**REDUCTION in FORCE**

- 17.1 When the Committee determines, in its exclusive judgment, not subject to grievance and arbitration, that school consolidation, reorganization, or budgetary needs will require administrative reduction-in-force, reduction shall be accomplished as follows:
- a) Attrition (voluntary retirement).
  - b) If attrition is not sufficient to reach the reduction target, reduction-in-force retirement will be considered by the Committee.
  - c) If attrition and reduction-in-force retirement are not sufficient to reach the reduction target, the following procedure will be used.
    - i. If reduction in force is to take place within a classification in which there are Administrators with both non-professional and professional status, all Administrators without professional status shall be reduced from that classification before any Administrator with professional status is reduced from it.
    - ii. (a) When a position within the unit is to be eliminated for which there is more than one tenured Administrator serving in said position, the person or persons to be laid off will be determined by considering seniority, evaluations, and history of performance.
    - ii. (b) The most junior Administrator within the position category will be laid off unless that junior Administrator is superior in performance to a more senior Administrator. In that case, the Administrator to whom the junior Administrator is superior will be laid off first (see side letter of agreement dated 5/3/89).
    - iii. Seniority, in all instances regarding reduction-in-force, shall be defined as length of continuous service (in years, months, and days) within a particular administrative classification.
  - d) The School Committee retains the right to determine its administrative staffing levels and configuration, as well as the appropriate administrative salary budget account.

The School Committee agrees that before implementing permanent administrative reductions, below the number of full-time equivalent administrative positions in effect for FY 01, it will first impact bargain with the Association.

- 17.2 Administrators laid off through no fault of their own will be offered an open administrative position within their same salary classification or a lower one, which they are certified and qualified to fill. Positions held by acting administrators will be considered open. If no such vacancy exists, the Administrator who is to be laid off will be offered a teaching position in accordance with the 1982 decision of arbitrator, Richard G. Higgins. Their salary will be grandfathered in accordance with the current footnote to the salary schedule.

**ARTICLE 18**  
**PROFESSIONAL DEVELOPMENT**

- 18.1
- a) Reimbursements will be limited to graduate level courses taken in order to obtain standard certificates, and to those required to re-certify their standard certificates.
  - b) Staff intending to take these graduate level courses from an accredited college or university will submit a prior written request to the Superintendent for approval of the course at least two weeks prior to the commencement of the course. The written request will also indicate the desire of the staff member to be reimbursed eight hundred (\$800.00) dollars upon successful completion of the course.
  - c) Evidence of successful completion of the course (a grade of “B” or better) shall be an official transcript.
  - d) No staff member may be reimbursed more than \$800.00 (one course) per year; and receipts must be provided.
  - e) Funding for graduate course reimbursement shall continue to be done as it has been in the past. In this respect, the School Committee shall endeavor in good faith to include sufficient funds for this purpose in the annual school operating budget. In the event that funds are inadequate to fully fund the requested reimbursements, remaining reimbursement requests will be reduced on a pro rata basis.

**ARTICLE 19**  
**TUITION VOUCHERS**

- 19.1 The Superintendent will request, on behalf of interested members of this Association, from the President of the WEA that any teacher vouchers unclaimed following a WEA lottery be offered to WSAA members.

**ARTICLE 20**  
**MENTORS FOR NEW ADMINISTRATORS**

- 20.1 The School Committee shall ensure that first-year administrators new to the Waltham Public Schools receive an induction program that involves the following:
- Within the first two weeks of the mentee’s working in WPS, the Superintendent, or designee, will pair the first-year administrator (mentee) with a “trained” administrator (mentor) who holds a similar job-alike position in the Waltham Public Schools.
  - The mentor must hold an active professional license for the positions s/he is serving as a mentor for and must have served as an administrator in their current position for three or more years in Waltham.
  - No administrator is required to serve as a mentor. Serving as a mentor is voluntary.

- The mentor is expected to follow the mentor's requirements and guidelines as outlined in the Waltham Public School's Administrators' Mentoring Program.
- The mentor will receive a stipend of \$800.00 for a minimum of forty (40) hours of direct mentoring work with the mentee over the course of the contract year.
- Administrators who are selected and agree to mentor an administrator in his/her first year in Waltham will be required to participate in a three-hour "mentor training" as required by the Superintendent or Assistant Superintendent.

In order to be approved for receiving the stipend, the mentor must submit a mentor log (time sheet) to the Superintendent, or designee, indicating how the forty (40) hours were spent prior to June.

## **ARTICLE 21** **OPEB CONTRIBUTIONS**

21.1 Commencing July 1, 2016, and each year thereafter, each administrator shall pay, by deduction from their paychecks, an Other Post-Employment Benefits (OPEB) payment of \$5.00 per week, i.e., \$260.00 annually, into the City of Waltham's OPEB Trust Fund and said OPEB Payments shall be isolated within said Trust account for the administrators. It will be deducted in equal payments based upon their pay period frequency (i.e., 22 or 26).

## **APPENDIX A**

The Parties have agreed to the following increases to the Salary Scale:

- A. Effective July 1, 2019: Two (2%) Percent Increase;
- B. Effective July 1, 2020: Two (2%) Percent Increase; and
- C. Effective July 1, 2021: Two (2%) Percent Increase.

These increases are reflected in the attached Exhibit A

The increases identified in paragraphs a through c above shall be reflected in the attached salary scale.

The Parties have agreed to the addition of two new steps on the salary scale in each of the position classifications in the following amounts on the following dates:

- a. Effective on July 1, 2017, and following the application of the increases provided for herein at Paragraph 4(b) and 4(d)(ii), a new Step 6 shall be added which shall be \$1,500.00 greater than the then existing Step 4;
- b. Effective on July 1, 2018, and following the application of the increases provided for herein at Paragraph 4(c) and 4(d)(iii), a new Step 8 shall be added which shall be \$1,500.00 greater than the then existing Step 6.

It is expressly agreed that movement to these new steps 6 and 8 shall be based on the administrator's years of service in an administrator bargaining unit position in Waltham, irrespective of the step at which he/she was hired.

c. Effective July 1, 2020, add a new step 5 at the halfway point between the then existing steps 4 and 6 and add a new step 7 at the halfway point between the then existing steps 6 and 8. No bargaining unit member shall get a double step jump as a result of the establishment of these new steps. These new steps are reflected in the attached Exhibit A.

d. Effective July 1, 2021, increase all "Stipends for Advanced Degrees" by \$200 as follows:

- +15 Credits increase from \$1,000 to \$1,200;
- +30 Credits increase from \$1,600 to \$1,800;
- +45 Credits or second masters increase from \$2,200 to \$2,400;
- CAGS/CAES increase from \$2,350 to \$2,550; and
- Earned Doctorate increase from \$2,500 to \$2,700.

LONGEVITY:	3.5% Base Pay after 10 years of service	5.5% Base pay after 20 years of service
	4.5% Base Pay after 15 years of service	6.5% Base pay after 25 years of service

All credits and advanced degrees must be from an institution accredited by the New England Association of Secondary Schools and Colleges and its affiliates or recognized professional societies.

To be eligible for payment for graduate credits beyond a Master's, these credits must be earned in courses approved by the Superintendent of Schools.

Pay For Grant Funded Study Group Participation: Administrators who volunteer and actually serve in a leadership role in a recognized state or federally grant funded study group that meets outside of regular work hours shall be paid at \$40.00 per hour for all time so engaged, provided the terms of the grant do not explicitly prohibit such payment. Administrators who commit to and actually participate in such recognized state and federally grant funded study groups but in other than a leadership role shall be compensated at the rate of \$25.00 per hour, provided the terms of the grant do not explicitly prohibit such payment. This shall be a pilot program, to commence, without retroactive effect, upon the ratification of this MOA, and unless the parties mutually agree to include it in the successor to the parties' 2007-2010 collective bargaining agreement, it shall expire upon the implementation of that successor agreement.

WSAA SALARY SCHEDULE		2019-2020		
		<b>Administrators</b>		
		<b>Directors &amp; Associate Principals (193 days)</b>	<b>Assistant Principals (193 days)</b>	<b>Assistant Directors (190 days)</b>
<b>Experience</b>		<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Step 1		103,332	101,244	99,800
Step 2		104,636	102,532	101,113
Step 3		105,947	103,837	102,419
Step 4		107,256	105,160	103,727
Step 6		108,828	106,732	105,299
Step 8		110,358	108,262	106,829
COLA	2.0%			

WSAA SALARY SCHEDULE		2020-2021		
		<b>Administrators</b>		
		<b>Directors &amp; Associate Principals (193 days)</b>	<b>Assistant Principals (193 days)</b>	<b>Assistant Directors (190 days)</b>
<b>Experience</b>		<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Step 1		105,399	103,269	101,796
Step 2		106,729	104,583	103,135
Step 3		108,066	105,914	104,468
Step 4		109,401	107,263	105,802
Step 5		110,202	108,065	106,603
Step 6		111,004	108,866	107,405
Step 7		111,785	109,647	108,186
Step 8		112,565	110,427	108,966
COLA	2.0%			

Add Step 5 and Step 7	Add a new Step 5 at the halfway point between existing Step 4 and Step 6 Add a new Step 7 at the halfway point between existing Step 6 and Step 8
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WSAA SALARY SCHEDULE		2021-2022		
		<b>Administrators</b>		
		<b>Directors &amp; Associate Principals (193 days)</b>	<b>Assistant Principals (193 days)</b>	<b>Assistant Directors (190 days)</b>
<b>Experience</b>		<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Step 1		107,507	105,335	103,832
Step 2		108,864	106,675	105,198
Step 3		110,227	108,032	106,557
Step 4		111,589	109,408	107,918
Step 5		112,406	110,226	108,735
Step 6		113,224	111,044	109,553
Step 7		114,021	111,840	110,350
Step 8		114,816	112,636	111,145
COLA	2.0%			

<b>Stipends for Advanced Degrees</b> (effective 2019-2020, 2020-2021)			
longevity calculated after Advance Degree Stipend, if applicable			
+ 15 credits		1,000	
+ 30 credits		1,600	
+ 45 credits or second masters		2,200	
CAGS/CAES		2,350	
Earned Doctorate		2,500	

<b>Stipends for Advanced Degrees</b> (effective 2021-2022)			
longevity calculated after Advance Degree Stipend, if applicable			
+ 15 credits		1,200	
+ 30 credits		1,800	
+ 45 credits or second masters		2,400	
CAGS/CAES		2,550	
Earned Doctorate		2,700	

### Grandfather Clause

Supervisory personnel who are transferred to positions at a lower point in the salary scale through no fault of their own will be grandfathered at their existing scale. This provision does not apply to acting administrative positions.

### APPENDIX B

#### Side Letter of Agreement between School Committee and WSAA

#### Regarding Administrators' Reduction-in-Force - May 3, 1989

For purposes of reducing a more senior administrator from a category, superior performance shall be defined as a difference of two or more rating classifications on the respective evaluation forms except in the situation cited in Example III.

Example I: Senior Administrator X rates Satisfactory  
Junior Administrator Y rates Excellent  
This would result in Administrator X being rified.

Example II: Senior Administrator X rates Good  
Junior Administrator Y rates Excellent  
This would result in Administrator Y being rified.

Example III: Senior Administrator X rates Unsatisfactory  
Junior Administrator Y rates Satisfactory  
This would result in Administrator X being rified.

Categories on the evaluation instrument are:  
Excellent – Good – Satisfactory -Unsatisfactory

### **APPENDIX C** **Waltham Educators Association and Waltham School Committee**

#### **A.A.A. #1139-0005-82 (REMEDY)**

On August 30, 1982, this Arbitrator ruled on the merits of the above-referenced case and found that the Waltham School Committee had violated the Collective Bargaining Agreement in 1981 in the method it used to compute Unit A seniority for Administrators returned to that Unit from Unit B. The award stated:

“That the School Committee was contractually bound to credit Administrators, for purposes of filling Unit A positions, with a seniority status equal to their ‘length of service’ in a Waltham Unit A position.”

By request of the parties, I retained jurisdiction in the case, and hearings were scheduled to address the question of remedy, if such was called for. Hearings were held on remedy on October 27, 1982, and November 19, 1982. Post-hearing briefs were submitted by both parties and were received by the Arbitrator on January 14, 1983.

#### **Side Letter of Agreement**

The Waltham School Committee and the Waltham School Administrators’ Association hereby enter into this Side Letter of Agreement. By virtue of this Side Letter of Agreement, and as a result of negotiations for a successor contract, the Parties agree to the formation of a Study Committee comprised of an equal number of representatives of the Association and of the School Committee/District Administration.

The Study Committee will review the various job titles for the positions covered by the Collective Bargaining Agreement, with a particular focus on the job duties and responsibilities of those positions; the number of days customarily worked by the incumbent employees; and the category in which the positions

are placed on the Salary Schedule found at Appendix A. The Study Committee is free to make recommendations regarding these positions; however, any proposed changes shall be subject to ratification by both the School Committee and the WSAA.

## EXHIBIT A

### **Side Letter of Agreement**

This Side Letter of Agreement is entered into on this \_\_\_\_ day of November, 2011, by and between the Waltham School Committee (hereinafter, the “Committee”) and the Waltham School Administrators’ Association (hereinafter, the “Association” or the “WSAA”).

**WHEREAS** various individuals were hired by the Committee during the 2009/2010 school year to fill positions covered by the terms of the applicable collective bargaining agreement between the Committee and the WSAA (hereinafter, the “CBA”)(collectively referred to as the “affected employees”); and,

**WHEREAS** due to the uncertainty and limitations of municipal budgets for the 2009/2010 year, the affected individuals were designated as “Acting” when hired; and,

**WHEREAS** individuals hired by the Committee during the 2010/2011 school year to fill positions covered by the terms of the CBA were not designated as “Acting”; and,

**WHEREAS** the designation as “Acting” could have an adverse impact on the affected employees in connection with the terms and conditions of the CBA found at Article 17 and Appendix A, including in the calculation of seniority; bumping rights; and salary grandfathering; and,

***Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:***

1. The Committee agrees that upon ratification of a successor collective bargaining agreement to the collective bargaining agreement which expired on June 30, 2010 (hereinafter, the “successor agreement”), this Side Letter of Agreement will be included as an Appendix to the successor agreement.
2. In consideration of the Parties agreement to the successor agreement, the Committee agrees to the removal of the “Acting” designation from the titles of those individuals hired during the 2009/2010 school year to fill positions covered by the CBA.

3. The Parties acknowledge that the removal of this title will potentially affect the rights of all members of the WSAA in that positions held by those formally designated as “Acting” will no longer be open as that term is used in Section 17.2 of the CBA. Moreover, those employees whose “Acting” designation is removed pursuant to this agreement shall be regarded for purposes of Paragraph 17.1(c)(iii) as having continuous service within their particular administrative classification beginning on the date when their “Acting” service in that administrative classification began. As a result, the removal of the “Acting” designation may have an impact on the order of possible reductions in force under Article 17.
4. The parties further agree that the removal of the “Acting” designation will have no impact on compensation, responsibilities or expected performance levels of the individuals whose “Acting” designation has been removed.
5. This Agreement does not prohibit the Committee from utilizing the “Acting” designation in the future and is not a guarantee that individuals who are designated as “Acting” in the future will receive the same benefits and treatment as is provided for hereunder.
6. This agreement is not precedent setting, nor does it represent a practice of the Parties.
7. This agreement is subject to ratification by the Association and the Committee and is further subject to ratification by the Association and the Committee of the successor agreement.

## **SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement is entered into between the Waltham School Committee and the Waltham School Administrators' Association in conjunction with the Parties' entry into a Memorandum of Agreement for the contract period of July 1, 2019 through June 30, 2022.

**WHEREAS** the Parties have agreed as part of negotiations for a successor contract for the period of July 1, 2019 through June 30, 2022 to remove the position of Athletic Director from the bargaining unit effective July 1, 2020; and

**WHEREAS** the Parties have agreed as part of negotiations for a successor contract for the period of July 1, 2019 through June 30, 2022 to establish a new position of Director of Physical Education, Health and Wellness effective on July 1, 2020; and

**WHEREAS** the Parties have agreed that in order to effectuate the establishment of the new position of Director of Physical Education, Health and Wellness, the current position of Director of Science and Health will be reconfigured and the resulting position after the reconfiguration shall be Director of Science; and

**WHEREAS** it is the intent of the Parties that there be an orderly process by which these agreements are implemented which involves both a non-bargaining unit position and two bargaining unit positions; and

**WHEREAS** this Side Letter of Agreement will define the manner in which these changes will be effectuated, and as it relates to the bargaining unit positions, represents the agreement of the Parties. As to the non-bargaining unit position, the WSAA has no claim to the position and is not a necessary party to any agreement as to how it will be filled; and

Now, therefore, the Parties to this Side Letter of Agreement agree as follows:

1. The duration of this Side Letter of Agreement shall be from the time of its execution and ratification by all Parties through the completion of the initial appointment processes for the positions of Athletic Director; Director of Physical Education, Health and Wellness; and Director of Science in anticipation of their establishment effective July 1, 2020.
2. This Side Letter of Agreement shall have no precedential effect on any future positing and filling of vacancies of non-bargaining unit positions or bargaining unit positions. Moreover, this Side Letter of Agreement does not constitute a waiver by the School Committee of any of its managerial rights as to the organization of its workforce and structure of its administrative team, or otherwise.
3. The newly established position of Athletic Director effective on July 1, 2020 will be posted within ten (10) days of execution of this Side Letter of Agreement and the ratification of the Memorandum of Agreement for the period of July 1, 2019 through June 30, 2022 by all Parties. Association members, along with any other interested individuals, will be eligible to apply for and to be appointed to the position of Athletic Director. The terms and conditions applicable to that position shall be those established exclusively by the School Committee and the Superintendent of Schools and shall not be the subject of any bargaining obligation with the Association.
4. Within ten (10) days of the filling of the position of Athletic Director, if necessary due to a change in position by the incumbent Director of Athletics and Physical Education, the reconfigured position of Director of Physical Education, Health and Wellness effective on July 1, 2020 will be posted and filled in accordance with the terms of the Parties' collective bargaining agreement.

5. Within ten (10) days of the filling of the position of Director of Physical Education, Health and Wellness, if necessary due to a change in position by the incumbent Director of Science and Health, the reconfigured position of Director of Science effective on July 1, 2020 will be posted and filled in accordance with the terms of the Parties' collective bargaining agreement.
6. It is expressly understood that if the reconfiguration of the Director of Science and Health position results in the incumbent Director assigned to that position remaining in the reconfigured position of Director of Science, she will be given ample opportunity through and including the conclusion of the contract term of June 30, 2022 in which to secure the required core license associated with the position of Director of Science. In that event, a failure to secure the required core license could be grounds for termination or removal from the position at the conclusion of the contract term on June 30, 2022.
7. This Side Letter of Agreement is subject to ratification by the Union and the School Committee.