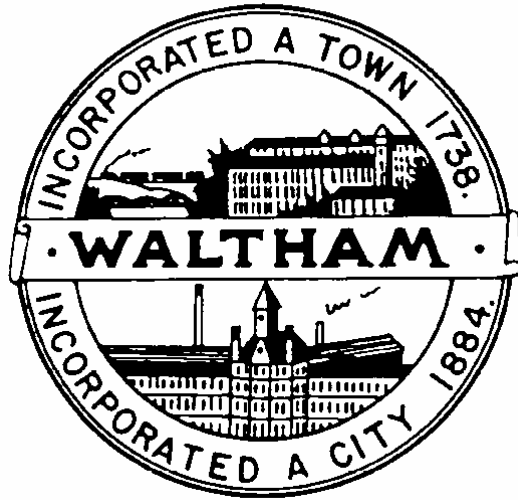


Waltham Public Schools



COLLECTIVE BARGAINING AGREEMENT

Between the School Committee of the City of Waltham,
Massachusetts and the Waltham Educators Association

September 1, 2019 through August 31, 2022

Collective Bargaining Agreement between the School Committee
of the City of Waltham, Massachusetts (hereinafter referred to as the “Committee”),
and the Waltham Educators Association (hereinafter referred to as the “Association”),
September 1, 2019 through August 31, 2022.

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ARTICLE I: RECOGNITION

1.1 The Association is recognized by the Committee, subject to the provisions of the General Laws, Chapter 150E, and any applicable amendments or provisions of state and federal laws now or hereinafter in effect, as the exclusive representative for the following full-time and part-time employees of the Waltham School Department for the purposes of bargaining in respect to wages, hours, and other conditions of employment:

1. Teachers
2. Guidance Counselors
3. School Adjustment Counselors
4. Library Media Specialists
5. Nurses
6. School Psychologists
7. Paraprofessionals & Non-Instructional Aides
8. Teaching Speech and Language Therapists
9. Conflict Resolution Counselors (200 day employees at regular annual teacher salaries)
10. Educational Team Leaders
11. Occupational Therapists and Physical Therapists

Excluded specifically are all substitute employees and all other employees of the Waltham School Department.

1.2 No employees having professional teacher status in a classification covered by this agreement will be discharged, disciplined, or reprimanded or reduced in rank or compensation without just cause; just cause including, but not being limited to inefficiency, incapacity, conduct unbecoming such employee, insubordination, or refusal to sign a CORI request form or serious criminal offenses. An employee not having professional teacher status in a classification covered by this Agreement, after ninety (90) calendar days of continuous employment, and during his/her contract year, shall not be discharged, disciplined, reprimanded or reduced in rank or compensation, without just cause; just cause including but not limited to inefficiency, incapacity, conduct unbecoming such employee, or insubordination, or refusal to sign a CORI request form or serious criminal offenses. Upon action by the principal and/or the superintendent against the employee pursuant to Section 42-42D of Chapter 71, the employee may at his/her discretion within thirty (30) calendar days following the final action by the principal with the approval of the superintendent and/or by the superintendent, file for arbitration.

1.3 The provisions of paragraph 1.2 are not intended to restrict the superintendent's sole right to determine to appoint or not to appoint to a term, an employee without professional status, and such appointment, renewal or reappointment, or appointment to professional teacher status, will not be subject to the grievance and arbitration provision of this Agreement. This subsection is not intended to restrict

any claim or claims that a teacher without professional status may have pursuant to other sections of this collective bargaining agreement.

1.4 Decline in student enrollment, financial reasons, or organizational need may necessitate the reduction of the number of professional positions in the bargaining unit. When the superintendent and/or Committee determines that staff reductions in the bargaining unit are necessary because of such decline in enrollment, financial reasons, or organizational need, the superintendent and/or Committee shall, consistent with applicable laws, determine the order in which professional teacher status employees shall be reduced in the following manner: the employee with the greater length of service shall be retained unless an employee with a shorter length of service has demonstrably superior performance. In determining whether or not an employee with greater length of service was properly selected, the superintendent and/or Committee shall have the burden of showing by a preponderance of the evidence that the employee with the shorter length of service who was retained was demonstrably superior in performance.

The superintendent and/or Committee will make available to the Association upon request the evaluation of the employee with the shorter length of service who was retained.

When the more senior professional teacher status employee is dissatisfied with the superintendent's and/or Committee's decision to retain the less senior employee, then the Association, with the consent of the more senior employee, may file for arbitration to be determined in accordance with the standards of this contract without recourse to the grievance procedure within ten (10) days following notice to such employee of the superintendent's decision. This arbitration shall be limited to determining whether or not the superintendent has retained the less senior employee in accordance with the standards set forth in this section above.

1.4A Effective on September 1, 2016 and continuing as long as Massachusetts General Laws Chapter 71, Section 42 regarding teacher layoffs is in effect, the following shall replace Section 1.4:

Decline in student enrollment, financial reasons, or organizational need may necessitate the reduction of the number of professional positions in the bargaining unit. When the superintendent and/or Committee determines that staff reductions in the bargaining unit are necessary because of such decline in enrollment, financial reasons, or organizational need, the superintendent and/or Committee shall, consistent with applicable laws, determine the order in which professional teacher status employees shall be reduced in the following manner:

Layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

For evaluations prior to 2012-2013: ratings of Professionally Acceptable shall be considered equal to Proficient and Exemplary; ratings of Needs Improvement shall be considered Needs Improvement; and Professionally Unacceptable shall be considered equal to Unsatisfactory.

1.5 Nothing set forth in this Article shall be construed as limiting the power of the principal and/or superintendent to dismiss employees with and without professional teacher status for cause or otherwise as permitted by law.

1.6 The parties to this Agreement will not discriminate against any employee covered by this Agreement because of race, creed, color, religion, nationality, sex, marital status, age or sexual preference.

1.7 The School Committee shall not limit by any action of the Committee or the administrative staff, the rights of the employees to self-organization and concerned activity as set forth in Section 2 of the General Laws, Chapter 150E. The parties further agree that an employee shall have the right to refrain from any and all such activities without discrimination from either party.

1.8 LAYOFF AND RECALL

Layoff Procedure:

- a) In the event of a reduction in staff, a teacher with professional status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is certified and qualified to fill.
- b) Within the context of educational needs and practical considerations, the Committee will endeavor to accomplish reduction through attrition
- c) Layoffs will be made in accordance with the provisions of article 1.4 of this agreement.

Recall Procedure for employees with professional teacher status:

- a) Recall shall be in the inverse order of layoffs. The recall shall be contingent upon possession of the appropriate certification and positive evaluations. The School Committee shall maintain an up-to-date recall list and provide the Association with a current copy. Employees shall remain on this list for twenty-seven (27) months after layoff.
- b) Employees who are on layoff shall, for twenty-seven (27) months after the effective date of layoff, be placed on a recall list and shall be given preference for any vacancy or new position which they are certified and qualified to fill. During the recall period, employees who have been laid off shall be given preference on the substitute list if they so desire.
- c) Employees who have been laid off shall, during their recall period, be notified in writing, by the superintendent's office, provided they have left sufficient self-addressed envelopes with the superintendent's office, of any open positions in the system which they may be certified and qualified to fill.
- d) Employees with professional teacher status recalled, after layoff under this article, shall be placed on that step of the salary schedule which is one step higher than the one on which they were at the time of their layoff and shall retain and have restored all other contractual rights to which they were entitled immediately prior to the effective day of layoff.

ARTICLE II: TEACHING HOURS AND TEACHING RESPONSIBILITIES

2.1 The regular workday of a classroom teacher in the Elementary Schools will commence seventeen minutes before the official starting time of the Schools and end fifteen minutes after student dismissal, provided the teacher has met all teaching obligations to students. The workday for High School, C.T.E. and Middle School teachers will begin ten minutes before the start of the school day and end ten minutes after dismissal times, provided the teacher has met all teaching obligations to students. The Committee may modify starting and dismissal times, and may modify the annual school calendar so long as the modifications do not increase the length of the teachers' regular workday or the teachers' 182 day work-year. The Committee may schedule full and partial day training programs for teachers.

For the period of September 1, 2019 through August 31, 2022, the parties agree to allow Occupational Therapists, Physical Therapists, Speech-Language Pathologists, and Nurses to attend Alternative Professional Development instead of District full and half day Professional Development Related Training offerings with the following conditions:

- the course reimbursement approach to approval is followed, with the added requirement that the employee justify why the alternative Professional Development is preferable or more appropriate than the District's offered Professional Development;
- the employee must obtain District Approval and attend the alternative Professional Development prior to the occurrence of the District's Professional Development that is being replaced;
- the alternative Professional Development must be equal to or longer in length than the District Professional Development that is being replaced;
- the alternative Professional Development must take place outside of normal work hours.

The approval process for alternative professional development shall be final and binding and not subject to appeal or the grievance and arbitration process. The District retains full authority over the alternative professional development approval process. Expenses associated with these alternative Professional Development offerings will be limited to \$10,000 in the aggregate per year and subject to a \$500.00 per person per year limit. The \$10,000 available for alternative Professional Development will be part of the aggregate course reimbursement funds and will not be separated out into an isolated fund. This provision shall expire on August 31, 2022 without any further action required of the Parties and will not be extended except by mutual agreement of the parties in writing.

Each year, at least fourteen days prior to the adoption of the School Calendar for the following year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the Superintendent, who will consider the recommendations prior to submitting the proposed calendar to the Committee and inform the Committee of any objections not resolved.

Although the Committee has the right to institute staggered schedules to meet educational objectives; the Committee will seek input from a joint study committee on the desirability of staggered schedules. If the Committee plans to develop a staggered schedule, it will engage in impact bargaining with the Association at least 150 days prior to planned implementation. The Study Committee will consist of 3 members of the WEA, 3 designees of the School Committee.

2.2. Teachers may leave the school building following student dismissal times on Fridays and days preceding holidays and school vacations, provided the teacher has met all teaching obligations to students.

2.3 The regular work year of classroom teachers (other than new personnel who may be required to attend special orientation sessions) will not exceed one hundred eighty-two (182) working days. Working days will include all days when pupils are in attendance by the Committee, and days at the beginning and/or end of the school year or other days on which teacher attendance is required.

High School Guidance Counselors will be required to work five (5) days more than the regular work year of classroom teachers. Guidance counselors shall meet with their director and the principal, by May 1 to coordinate the scheduling of these days in order to avoid conflicts. Assignments for these additional days will be made by May 15. The employer may require that these days be worked during the second or third weeks in August. If not mandated during the second or third weeks in August, any of the additional five days may be scheduled at other times during the summer by mutual agreement, which agreement shall not be unreasonably withheld. Compensation will be per-diem at 1/182 of the counselor's salary.

School nurses may volunteer to work additional days at per diem compensation of 1/182 of the nurse's salary. Assignments will be by descending seniority.

In the event of the assignment of a nurse to work an extended work day associated with the Pre-K program, which extended day schedule consists of an additional one-half hour beyond the regular work day for other educators in the building, and which occurs four days per week, such assigned nurse shall receive compensation equal to five percent (5%) of the appropriate step and column on the salary schedule in addition to that assigned nurse's regular annual compensation for that period of time when working in the extended day assignment.

2.4 DUTIES

In those buildings where the principal assigns teachers to bus duty outside of the regular teaching day, assignments to such duty will be rotated as equally as possible. At the elementary school level, adult supervision of lunch and recess is essential to ensure student safety. Therefore, hourly lunch and recess monitors will be assigned to such coverage in addition to principals, assistant principals, specialist teachers and, as a last resort, regular classroom teachers. Assignment of lunch and recess duty to specialist and regular classroom teachers will be rotated as equally as possible.

2.5 MEETINGS

Teachers may be required to attend meetings after the end of the regular work day. These meetings shall be comprised of: A) fifteen hours per year will be dedicated to building meetings called by building principals. These meetings can range from 1-2 hours, as determined by principal but not to exceed 2 hours each, and 15 hours in total per year; B) nine hours per year will be dedicated to departmental meetings or meetings required by the Superintendent. These meetings can range from 1-2 hours as determined by department head and/or Superintendent, but not to exceed 2 hours each, and 9 hours in total per year; C) Two District wide after school meetings will be dedicated to department meetings and PDRT for Occupational Therapists, Physical Therapists, Speech-Language Pathologists, and School

Psychologists. No such employees shall be required to remain more than one (1) hour after the fifteen (15) minute travel time after school. Such meetings shall be scheduled at least two weeks in advance. (The parties agree that there shall be no added compensation for attending these two additional meetings.)

Meetings requiring staff to travel shall begin no more than 15 minutes after normal teacher dismissal time to allow for such travel and a reasonable effort will be made to conduct these meetings at centrally located schools. A schedule of meeting dates shall be published at the beginning of the school year.

The total number of meetings per school year shall not exceed twenty-four (24). The total hours of these meetings shall not exceed twenty-four (24). Evening meetings shall count as 1.5 times their actual duration, toward the annual total. Staff assigned to more than one school shall not be required to attend more than twenty-four (24) total meetings/total hours per year. The total number of evening meetings shall not exceed three per year.

Effective with the 2012/2013 school year, the evening meeting held in the spring of each year at the elementary level shall be utilized exclusively for purposes of parent teacher conferences. Specialists will work collaboratively during this evening meeting if they are not involved in a conference.

The District may require educators to attend up to fifteen (15) hours of collaboration time meetings during each work year, scheduled at the beginning of the school year. This time shall be directed by the School Principal for use in providing school-based professional development and common planning time. Such meetings may be organized by grade level, subject area, or any other staffing configuration determined by the Principal, including all staff. These meetings shall be divided into one to two hour increments and shall be conducted after school. The agenda for such meetings shall be collaboratively developed but the Principal shall have ultimate authority to establish the agenda. Educators attending such meetings shall be compensated at the prevailing hourly rate.

In the event that inclement weather results in cancellation of school on a day when a meeting authorized by the collective bargaining agreement is scheduled, the meeting may be rescheduled with two weeks' notice.

2.6 The Committee will afford teachers a thirty (30) minute duty-free lunch period. It will afford teachers a preparation period per day. Teachers are expected to utilize the preparation period to work with an instructional coach once per week or twice during every two week period. Fifty-five (55) minutes is the desired minimum for such a period. Preparation periods are afforded to teachers in order to facilitate lesson planning, correction of students' assignments, grading, voluntary joint preparation and planning within grade levels or departments and similar tasks. If any scheduled preparation period is not afforded on a given day, compensation at the prevailing hourly rate will be awarded, with such compensation being the equivalent of one hour. Coverage for staff who must leave for part of the day (attending a funeral, emergency departure, e.g.) shall be a professional courtesy to a colleague and not subject to this article. Payment shall be on a monthly basis. In order to qualify for payment, the teacher must provide instruction to the students.

With regard to the use of preparation periods for work with instructional coaches as provided above, the Parties have agreed to certain mutual understandings, as follows:

- a. Educators who work with multiple grades/levels shall not be expected to attend more than one meeting with an instructional coach per week and said educators may rotate grade level coach meetings if their schedule allows or choose to work with one grade level for a particular duration of time (i.e., month, term, semester, year).
- b. The meetings with the instructional coach should alternate between math and literacy unless the educator teaches a single-subject, in which case the educator shall meet weekly with the subject area coach for the subject the educator teaches.
- c. Forty (40) minutes is the maximum for such a meeting with an instructional coach and the meeting with the instructional coach shall end when the discussion is complete, even if it lasts fewer than forty (40) minutes.
- d. Meetings with coaches are not to be held on early release days.
- e. Meetings with coaches are not to be rescheduled due to cancellation or staff absences.
- f. Meetings with coaches shall have a flexible agenda with topics for discussion that are shared by all participants.
- g. Any other joint planning/meeting held during a teacher's preparation period shall be voluntary.
- h. Principals shall strive to schedule elementary classroom teachers to as few lunch/recess duties as possible, and if they must be scheduled for a lunch or recess duty, the principal shall assign them to a day other than the day they are scheduled to meet with a math or literacy coach.

Secondary school teachers, exclusive of C.T.E teachers, will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time except on a voluntary basis.

2.7 ELEMENTARY SPECIALISTS

All elementary specialists will have their classes blocked by grade level whenever the principal determines that it is reasonable to do so. When it is not reasonable, the principal will meet with the staff member to address the scheduling problem.

An effort will be made to schedule elementary specialists and other itinerant staff so that they have adequate time for preparation between classes to plan and carry out the instructional program. Whenever practical, for teachers who travel between buildings during a school day, a minimum of one-half (1/2) hour shall be scheduled and allowed for travel and setup. Whenever practical, itinerant teachers shall not be scheduled to travel between schools more than two (2) times per day.

2.8 USE OF CLASSROOMS

When requests are made to use classrooms (other than libraries, gymnasiums or auditoria) after school hours, the principal shall confer with the teacher(s) assigned to such rooms before confirming assignments.

No outside group including extended day participants may commence a program in any classroom (other than libraries, gymnasias or auditoria) for ten (10) minutes after the dismissal time of students.

2.9 Mandatory testing of students, evaluations and appeals are part of teachers' ordinary work day. In the event that principals require staff to stay beyond the ordinary work day, they shall be compensated at the hourly rate, from the principal's budget.

2.10 ELEMENTARY EARLY RELEASE DAYS

Effective with the start of the 2012/2013 school year, it is agreed that in addition to any system-wide early release days scheduled by the Administration, the District will schedule four elementary early release days per school year to be used by elementary classroom teachers for conducting parent teacher conferences. The length of the current elementary student day will remain in effect. The employer retains the right to adjust start and end times, as provided in Article 2.1, so long as such modifications do not increase the length of the regular workday or the teachers' 182 day work-year. All bargaining unit members not participating in parent teacher conferences will work collaboratively during this early release time.

ARTICLE III: SALARIES

3.1 Annual salaries for all employees covered by this Agreement shall be set forth on Appendices A and B. Appendix A shall be all employees covered by this Agreement except those covered by Appendix B. Appendix B shall be all salaries for Paraprofessionals/Non-Instructional Aides (excluded from these salary schedules are all employees as set forth in paragraph 24.4 as set forth in this Agreement).

3.2 For purposes of application of Appendix A to employees covered thereby, other than C.T.E. teachers, full credit upon hiring or rehiring shall be given for prior full-time teaching experience for the Committee and teaching experience outside the Committee's jurisdiction which is acceptable to the superintendent and for educational attainment as determined by the superintendent provided that no such employee is placed on a step which is higher than the step which is commensurate with such employee's experience and educational attainment upon hiring or rehiring unless approved by the Executive Board of the Association and such approval shall not be unreasonably withheld. All employees covered by Appendix A on September 1, 2007 will be paid in accordance with the step they have attained as of that date and will be progressed forward in accordance with the provisions of Article III. For purposes of the application of Appendix A to C.T.E. teachers, full credit upon hiring or rehiring shall be given for prior full-time teaching experience for the Committee and teaching experience outside of the Committee's jurisdiction which is acceptable to the superintendent and credit may be given for non-teaching experience in the appropriate trade as determined by the superintendent. A C.T.E. teacher who does not have a Bachelor's degree or higher degree will, upon hiring, be placed on the step of the Bachelor's degree schedule commensurate with his or her experience as determined above. A C.T.E. teacher with a Bachelor's or higher degree will, upon hiring, be placed on a step of the Master's degree schedule which is commensurate with his or her experience as determined above. C.T.E. teachers who earn credit beyond a Master's degree will be paid on the Teachers' salary schedule commensurate with such academic achievement.

3.3 GRADUATE CREDIT

Course credit and advanced degrees must be earned respectively in courses and degree programs approved by the superintendent. All such credits and advanced degrees must be obtained from an institution accredited by the New England Association of Secondary Schools and Colleges and its affiliates or recognized professional societies, or in-service training courses approved by the superintendent.

3.4 NURSE SALARIES

The annual salaries in effect for school nurses will be as it appears in Appendix A. A school nurse will, upon hiring, be placed on the first step of the above salary schedule in the Bachelor's degree column with an RN Diploma, Associate or Bachelor's degree or the Master's degree column with an RN Master's degree. He/she will be placed on the first step of the appropriate degree column or, if the superintendent determines that such nurse has prior experience for which credit should be granted, on the step of the salary schedule which the superintendent determines is appropriate considering such experience.

3.5 LONGEVITY

Employees with at least ten (10) years of service in the Waltham School System shall be eligible to receive, in addition to their minimum annual salaries, longevity pay based on length of service in the Waltham School System in accordance with the schedule in Appendix A. The total of the employee's minimum annual salary and the longevity pay to which he or she may be entitled, if any, shall be such employee's annual base salary.

3.6 Employees shall have the option of being paid in 26 or 22 equal installments (i.e. in terms of gross pay) according to the provisions listed as a) to c) below. If the 26 installment option is in effect, an employee who chooses that option shall be entitled to receive on the last day of June any unpaid installments due and payable during July and August, provided such employee so requests at least one (1) month prior to such last pay day. Effective in the 2017-2018 school year and beyond, any employee who elects the 26 installment option shall be paid all final salary amount owed in a single check on the last day of school. The first pay day shall be the second Friday after the first day of school.

- a) Employees shall express their option for the following contract year in writing by the preceding June 1, or on the date of hire, and this option cannot then be changed for that contract year.
- b) At least 100 employees for any given contract year must opt for each of the alternatives. In the event that fewer than 100 employees opt for either alternative, the entire bargaining unit will be paid according to the alternative which the majority has chosen.
- c) The first payday under either option shall be no later than three weeks after convocation.

3.7 Except as otherwise provided in Section 13.4, there shall be deducted from an employee's pay for each day which he or she is absent other than on sick leave with pay, an amount equal to one/one hundred eighty second (1/182) of his or her base annual salary. An employee designated and serving in an extra-curricular capacity will not have his or her salary for such position reduced for days off other than on leave with pay unless the employee is unable to perform the duties of the position, in which case the employee's salary for the position shall be reduced in proportion to the duties which were not performed.

3.8 Salary increases of any kind are not automatic. They are granted only when there has been a continuation of a high standard of performance. The superintendent reserves the right to withhold increments and adjustments for employees for just cause and just cause shall mean an unsatisfactory performance. An employee retains the right to grieve an action under 3.8 to all levels.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 The following definitions shall apply to this Article IV and to Article V: A) except as provided in Section 4.11, a grievance shall mean a complaint by a teacher that as to him/her, the Committee has interpreted and applied this agreement in violation of a specific provision hereof; B) an “aggrieved teacher” is the teacher making the complaint.

4.2 The purpose of the procedure set forth hereinafter is to secure prompt and equitable solutions to grievances which may from time to time arise. All grievances will be handled as provided in this article. 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. If a grievance is once settled or if it is not presented (orally or in writing) within the time limits provided in Section 4.4, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

4.3 Nothing contained in this Agreement shall prevent a teacher or group of teachers from presenting any grievance of such teacher or group of teachers without the intervention of the Association, provided the adjustment of such grievance is not in violation of the terms of this Agreement.

4.4 GRIEVANCE PROCESS

The formal processing of grievances shall be undertaken as set forth below:

Level One: The aggrieved teacher must first present the grievance in writing to the principal of his/her school or to his/her immediate supervisor within fifteen (15) calendar days of the time when the aggrieved teacher reasonably should have had knowledge of the event or events forming the basis for the grievance. The aggrieved teacher, either directly or through a representative of the Association, and such principal or immediate supervisor, shall within seven (7) calendar days meet to discuss the grievance with the objective of resolving the grievance informally. The principal or immediate supervisor shall provide his/her decision in writing within seven (7) calendar days after the conclusion of such meeting.

Level Two: If the grievance is not satisfactorily settled in Level One, it may be presented in writing to the superintendent within fifteen (15) calendar days after the decision of the principal or immediate supervisor is due in Level One. The superintendent or his/her designee and the aggrieved teacher, and if the aggrieved teacher so chooses, a representative of the Association shall meet within twelve (12) calendar days after receipt of the written grievance by the superintendent to consider the grievance. The superintendent or his/her designee shall give his/her answer in writing within seven (7) calendar days after the conclusion of the meeting.

Level Three: If the grievance is not settled to the satisfaction of the aggrieved teacher in Level Two, the grievance may be appealed in writing to the Committee within twelve (12) calendar days after the superintendent’s or his/her designee’s answer is due in Level Two. The Committee or its designated representative shall meet with the aggrieved teacher and if the aggrieved teacher so chooses, a

representative of the Association, within fifteen (15) calendar days after receipt of written notification that the grievance is being appealed. The Committee shall provide its decision in writing to the aggrieved teacher within ten (10) calendar days after the conclusion of the meeting.

Level Four: If the grievance is not settled to the satisfaction of the aggrieved teacher in Level Three, he/she may request that the Association submit the grievance to arbitration. The grievance, if it involves the interpretation and application of a specific provision of this Agreement, may be appealed to arbitration by the Association by written notice to the Committee of such intention to appeal within thirty (30) calendar days after the decision by the Committee is due in Level Three.

4.5 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, however, be extended by mutual agreement. The parties will endeavor to expedite the processing of any grievance filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved teacher or the Committee.

4.6 Settlements of grievances under this Article may or may not be retroactive as the equities of each case may demand, but in no event shall a settlement be retroactive beyond fifteen (15) days prior to the date on which the grievance was first presented at Level One hereof.

4.7 No reprisal of any kind will be taken by the Committee or any member of the Administration against any aggrieved teacher, any school representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

4.8 The aggrieved teacher and the person representing the Administration or the Committee, as the case may be, shall have the right to be represented by a person of his/her choosing, except that a teacher may not be represented by a representative or officer of any teaching organization or Union, other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be heard at each step hereof and shall be notified of the decision at each level.

4.9 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4.10 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4.11 If a grievance affects a group or class of teachers, the Association may submit the grievance directly to the superintendent and the processing of the grievance will be commenced at Level Two. For purposes of the section 4.11, a "grievance" shall mean a complaint by the Association that as to a group or class of teachers the Committee has interpreted and applied this Agreement in violation of a specific provision hereof.

ARTICLE V: ARBITRATION

5.1 In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure contained in this article.

5.2 For a grievance to be subject to arbitration hereunder, the Association must refer the grievance to the American Arbitration Association within ten (10) calendar days after written notice of intention to arbitrate has been received by the Committee. The arbitrator shall be selected in accordance with the rules then pertaining to the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder, shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and the expenses of the arbitrator.

5.3 The function of the arbitrator is to determine the interpretation and the application of specific provisions of this Agreement. There shall be no right in arbitration to obtain and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detract from, any of the provisions of this Agreement. No arbitrator shall have any authority or power to make any settlement retroactive beyond fifteen (15) calendar days prior to the date on which the grievance was first presented in Level One hereof. Unless the parties agree otherwise, each grievance shall be separately processed in any arbitration proceedings hereunder. The arbitrator shall furnish his/her opinion in writing specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the parties.

ARTICLE VI: EDUCATOR ASSIGNMENT

6.1 Teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have, as soon as practicable and under normal circumstances by June 1.

6.2 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

6.3 Non-voluntary changes in grade assignments in the elementary schools and in subject assignments in the secondary schools will be made only after consultation between the teacher and a member of the administration.

6.4 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive the prevailing City employee rate for all inter-school driving done by them, provided an itemized statement is presented to the administration office. No itemized statement of less than five dollars will be processed at any one time.

ARTICLE VII: CLASS SIZE AND THE USE OF SPECIALISTS

7.1 The Committee and the Association are aware that reductions in class size are conducive to improvements in education. Accordingly, the desirable maximum number of pupils per teacher is as follows: Elementary Schools - Kindergarten (20 per session) - Grades 1 through 6 (25). Middle and Senior High School, exclusive of Vocational Chapter 74 programs and Team Teaching - Academic Subjects (30) - Science Laboratories (20) - Technical Education (15) - Family and Consumer Science (20) - Art (15) - Music (30) - Physical Education (25) – English as a Second Language (15) – Sheltered English Immersion (15).

7.2 Attainment of the desirable maximum number of pupils per teacher shall be dependent on the practicalities with which the Committee must deal.

7.3 Whenever the number of pupils in classes of any elementary grade exceeds the recommended class size, and facilities are not available for a separate class, the superintendent may at his/her discretion, recommend the hiring of a full-time or part-time teacher to assume part of the teaching load in order to bring about a more adequate pupil/teacher ratio.

7.4 The Committee will hire an adequate number of specialists so that each elementary class will have classes in such special subjects once a week. It is expressly understood, however, that nothing contained in this section will deprive the Committee of the Authority which it has under the law, expressed or implied, to make the final decision as to the number and/or type of specialists which it will employ; provided that the Committee will, in determining the number and/or type of specialists, comply with applicable law and Board of Education Regulations.

ARTICLE VIII: RELIEF FROM NON-TEACHING DUTIES

8.1 The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his or her energies should, to the extent possible, be utilized to this end. It is recognized, however, that to teach effectively, a proper educational atmosphere must be provided. Such an atmosphere can only be obtained when the teacher's responsibilities to pupils extend to areas beyond the academic.

8.2 Teachers will not be required to collect money for non-educational purposes except in the following cases: A) Lunch money on a regular basis; B) Collecting money for pupil insurance annually. C) Collecting money for school-sponsored fundraisers provided that the money is in a sealed envelope with the student's name on it and the total amount of money inside.

In all of these cases, teachers are not responsible for making change for any student who overpaid.

8.3 Efforts will be made by the Committee and the Association to improve present practices of maintaining registers and preparing report cards.

8.4 The Committee will investigate means by which teachers may be relieved of recess duty

8.5 The Association President and Vice President, or two co-Presidents, shall be relieved of any non-teaching duties.

8.6 The administration will endeavor to schedule the President and Vice President (or two Co-Presidents) in such a way as to facilitate joint meetings with the administration when necessary.

ARTICLE IX: VACANCIES

9.1 Whenever any vacancy (including the establishment of a new or acting or temporary position) occurs, notice of such vacancy will be emailed to all members at their school email address or utilizing the "District All" function as far in advance of the appointment as is reasonably possible. Such notice shall clearly set forth the qualifications for the position, its duties, the rate of compensation and the final date for filing applications. If such qualifications are changed after such notice is given, the President of the

Association will be advised of such changes and the reasons therefore no less than ten (10) days in advance of the filling of such vacancy. No vacancy will be filled, except on a temporary basis, within fourteen (14) calendar days from the date the notice was emailed to all members at their school email address. The Committee will endeavor to fill a vacancy within forty-five (45) calendar days after the vacancy arises. The vacancy will be filled with a permanent appointment by the beginning of the school year next following the school year in which such vacancy arose.

9.2 Whenever any vacancy in an athletic coaching position occurs, notice of such vacancy will be sent to the President of the Association at least fourteen (14) days before a decision is made on filling such vacancy.

9.3 Any qualified teacher, whether or not employed by the Waltham School System, who wishes to apply to fill such vacancy, shall be given an adequate opportunity to do so. Consideration shall be given to each applicant's professional background, achievements, experience, length of service for the Committee and other relevant factors, provided that service and experience gained as a temporary appointee in such vacancy shall not be considered. Any teacher applicant who is covered by this Agreement, and who is not selected will, upon request, receive a written notice of non-appointment from the superintendent (or his/her designee).

9.4 Appointments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age or sexual preference.

ARTICLE X: EDUCATOR EVALUATION

10.1 WALTHAM TEACHER AND CASELOAD EDUCATOR EVALUATION CONTRACT
Refer to Appendix E for complete contract language.

10.2 OBSERVATIONS – An observation [as defined in 2T in Appendix E] is a data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) of any duration recommended to be a minimum of 10 minutes by the evaluator. It may include examination of artifacts of practice including student work. All observation of the work performance of an educator will be conducted openly and with full knowledge of the teacher. Educators will receive observation feedback and have an opportunity to respond as described in section 11.

The member must sign and said signature does not indicate agreement with the evaluation. It does mean that the member has read it.

10.3 A teacher will, upon request, be permitted to review the contents of his or her personnel file. A teacher will be entitled to have a representative of the Association (designated by the President) accompany the teacher during such review.

10.4 Nothing derogatory to a teacher's conduct, service, character, or personality will be placed in such teacher's personnel file unless such teacher has had an opportunity to review the material. The teacher will acknowledge having had the opportunity to review all such material by affixing his/her signature to the copy to be filed; however, such signature does not indicate agreement with the contents thereof. A teacher shall have the right to submit a written answer to any material which the teacher deems derogatory. His/her written answer shall be reviewed by the superintendent (or his/her designee) and then attached to the personnel file copy of the material answered.

10.5 Any written complaint regarding a teacher made to any member of the Administration by a parent, student or other person will be promptly called to the attention of such teacher.

10.6 The Association recognizes the authority and responsibility of the Principal or other member of the Administration to reprimand or discipline a teacher for delinquency of professional performance. If a teacher is to be reprimanded or disciplined by a member of the Administration however, he/she will be entitled to have a representative appointed by the President of the Association present.

ARTICLE XI: TRANSFERS

11.1 Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfers of teachers is disruptive of the educational process and interferes with optimum teacher performance.

11.2 When a reduction in the number of teachers in a school is necessary, volunteers who qualify for positions in other schools will generally be transferred first.

11.3 INVOLUNTARY TRANSFERS

When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the Waltham School System and other relevant considerations will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to a position with duties which bear an appropriate relationship to the teacher's experience or prior duties. An involuntary transfer will be made only after a meeting with the teacher involved and the superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer.

11.4 A list of open positions in the Waltham School System will be made available to all teachers being transferred.

11.5 Notice of transfer will be given to teachers as soon as practicable. Generally, notice is given not later than June 1.

11.6 Exceptions to the provisions of Sections 11.2, 11.3, 11.4, and 11.5 above, may be made only if the superintendent determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. The Association will be notified of every instance in which the superintendent so determines.

11.7 REQUESTS FOR TRANSFER

Teachers desiring a transfer will submit a written request to the superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing by April 1.

11.8 It is recognized that the final decision on transfers and assignments rests with the superintendent.

ARTICLE XII: POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER FEDERAL PROGRAMS

12.1 Reasonable advance notice of openings for positions in summer school, evening school, or under Federal programs will be given to the Association. Consideration in filling such openings will be given to an applicant's professional background, experience, length of service in the Waltham School System and other relevant considerations. Teacher applicants will be notified of the action taken with respect to his or her application as soon as is reasonably possible. Teachers will be advised of the status of their applications at least three (3) weeks prior to the beginning of such program.

ARTICLE XIII: SICK/MEDICAL LEAVE

13.1 SICK LEAVE

During a full-time employee's working year in the Waltham Public Schools, fifteen (15) days of paid sick leave shall be earned on an accrual basis of one and one half (1 ½) days for each full month of actual service performed during the school year. If such employee has not earned unused sick leave available, and the employee is not paid for the time absent, then the employee, at his/her option will be paid for all days not previously paid in that year, as described herein to the extent that the employee has earned sick leave available at the end of the school year or upon request. The central office will notify each individual teacher of the amount of his/her accumulated sick time to date on his or her pay stub. If the payroll system is unable to accomplish this, then teachers shall be notified at the beginning of each school year, no later than October 31st. Teachers working less than a full time schedule shall be granted a number of sick days on a pro-rated basis commensurate with their teaching load.

Effective on September 1, 2017, during a full-time employee's working year in the Waltham Public Schools, fifteen (15) days of paid sick leave shall be earned on an accrual basis of one and one-half (1 ½) days for each full month of actual service performed during the school year. These days shall be credited to educators in the beginning of the school year. Upon termination or resignation, if an educator has used sick days not yet earned, that pay shall be deducted from their final paycheck(s). The central office will notify each individual educator of the amount of his/her accumulated sick time to date on his or her pay stub. If the payroll system is unable to accomplish this, then educators shall be notified at the beginning of each school year, no later than October 31st. Educators working less than a full time schedule shall be granted a number of sick days on a pro-rated basis commensurate with their teaching load.

13.2 FAMILY SICK LEAVE

Sick leave may not be used for any other purpose except illness, injury or disability related to a physical condition requiring a doctor or hospital care, including non-routine medical or dental appointments, except for up to seven (7) days annually in the event of serious illness requiring bedside care or household attention of the teacher's spouse, child, parent, or member of the immediate household. The Superintendent may require a doctor's certificate attesting to the seriousness of the illness. In cases of unusual circumstances, additional sick leave beyond the seven (7) days annually or days for use in connection with other relationships not specified herein may be requested and may be approved by the Superintendent. The Superintendent may make such reasonable inquiries as are necessary to make his/her decision. The Superintendent's decision as to whether to approve such request is not subject to the grievance and arbitration process.

A doctor's certificate may be required from an employee who is absent in excess of three (3) consecutive days at a time or under any circumstances the superintendent deems unusual or where he/she has reason to believe that the employee may be abusing sick leave. In such cases, the doctor's certificate shall be required to contain, if requested by the administration, a medical diagnosis, the specific sickness, injury, condition for which sick leave is used or requested, prognosis, and to the extent possible, the expected date an employee will return to work.

13.3 To be eligible to use a sick leave, an employee must report the sickness to the appropriate principal or supervisor at least eight (8) hours, except for emergencies, prior to such employee's scheduled reporting time on the first day of absence. Twenty-four (24) hours advance notice is required when the employee knows that such time is needed. The absent employee claiming sick leave is expected to keep the superintendent informed of the progress of the sickness, injury, or disability and may be required to provide additional doctor certificates in the form set forth above from time to time at the discretion of the superintendent if such absence is prolonged. If deemed in the best interests of the Waltham Public School System, the superintendent may require any employee, claiming a right to, or using sick leave, to be examined by a physician chosen by the system, such examination to be administered without charge to the teacher. A teacher working less than a full time schedule who requests a sick day will be assessed a sick day on a pro-rated basis commensurate with their teaching load.

13.4 A professional teacher status employee, whose personal sickness extends beyond the period of paid sick leave, will be granted a leave of absence, without pay or increment, for no longer than the remainder of that school year. Such leave may be further extended by the Committee at its discretion. The exercise of said discretion shall not be subject to the grievance and arbitration provisions of this Contract.

13.5 WORKER'S COMPENSATION

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. Staff out on worker's compensation will have their salaries adjusted annually to reflect contractual raises.

13.6 SICK LEAVE BUY-BACK

An employee's earned sick leave shall be reimbursed upon the employee's retirement, or shall be paid to the employee's estate if the employee dies while still an employee, at the rate of twenty-five dollars (\$25) per day for the first 100 days of earned sick leave; thirty dollars (\$30) per day for the second 100 days of earned sick leave; and thirty-five dollars (\$35) per day for any additional days of earned sick leave up to a maximum potential benefit of \$8,000. The accumulation of unused sick days shall be limited to 300 days per employee. 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.

Subject to City approval, the School Committee agrees to implement a 403B or other tax sheltered plan approved by the IRS for use in tax sheltering of sick leave cash payouts provided that there is no cost to the City. Any such plan will be procured by the City in accordance with usual City procedures.

Teachers with professional status 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.

13.7 SICK BANK

The Committee grants the Association permission to establish a voluntary Sick Leave Bank. Administration of the Sick Leave Bank shall be by a Committee which shall consist of two (2) members of the Association, two (2) members of the Committee and the superintendent or his/her designee.

A teacher shall become a member of the sick bank after three years of employment unless she/he declines bank membership via written notification to the union president and the superintendent. Anyone who has accessed the sick bank shall be a member for the duration of their employment.

Each member of the sick bank shall donate one (1) day to the sick bank on his/her first day of work each year, unless determined that no days are needed by the sick bank committee by the end of the previous school year.

Unused days in the bank will continue to be in the bank from year to year. When the bank “runs dry”, all bank members will donate two additional sick days.

When a member has used up his/her own sick leave, he or she may apply for up to one hundred (100) days from the bank.

The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria among other reasonable considerations shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

- a) Adequate medical evidence of a chronic illness, or a serious illness expected to exist at least five (5) days
- b) Prior utilization of all eligible sick leave
- c) Length of service in the Waltham Public Schools
- d) Propriety of use of previous sick leave

Any teacher who requests access to additional days from the sick bank after one hundred (100) sick bank days have been used:

- a. Must donate two of his/her own earned sick days to the sick bank
- b. Must have returned to work for at least one hundred (100) days following their prior sick bank access
- c. May access only up to the number of sick days he/she had accrued at the time the request was made, not to exceed one hundred (100) days

A teacher who is not yet eligible for membership in the Sick Bank may petition the Sick Leave Bank Committee for consideration of up to twenty-five (25) days.

The procedures and criteria of the Sick Leave Bank Committee, with respect to eligibility and entitlement (amount of sick leave granted, if any), shall be final and binding and not subject to appeal or the grievance and arbitration process.

Nothing in these guidelines shall prevent the School Committee from granting extensions of sick leave under Article 15.5.

For the present time, the President and the Vice-President of the Association will represent the Association on the Sick Leave Bank Committee.

13.8 DISCRETIONARY DAYS:

Employees may receive up to two discretionary leave days per year based on the following conditions:

- a) The employee has accumulated at least one hundred (100) days of sick leave at the time he/she requests a discretionary day.
- b) The employee has used four or fewer sick and discretionary days during the previous school year. Request must be submitted as far as possible in advance of the date the teacher wishes such discretionary day to begin, but in no event less than 48 hours in advance of the requested discretionary day, except in the case of an emergency.
- c) The employee surrenders three (3) accumulated sick days in order to receive one discretionary day.

ARTICLE XIV: PERSONAL LEAVE

14.1 PERSONAL DAYS

An educator shall be granted leave without loss of pay for time necessarily and actually lost for important personal reasons (excluding medical or dental appointments, which time is taken as sick/medical leave), if such activity cannot be carried on at any other time.

After one full year of employment, all educators eligible for benefits may use a maximum of two (2) non-consecutive personal days per year, without a reason being given. New staff in their first year of employment shall be granted one (1) personal day per year, without a reason being given. Part-time educators not eligible for benefits (less than .5) may use a maximum of one personal day per year. In all cases personal days may not extend a school vacation or holiday weekend. Full time educators not using any personal days in one school year, will be afforded a maximum of three (3) such personal days during the subsequent school year. Personal days do not otherwise accumulate.

Educators must enter a personal day request using the district-provided software no less than forty-eight hours in advance of the commencement of the personal leave.

Requests that do not meet the requirements set forth above shall be e-mailed to the Administrative Assistant to the Superintendent, accompanied by the reason for such day(s). Any notification given less than 48 hours in advance must be for emergency purposes and must be

accompanied by clearly stated reasons for the leave. If written notification is impossible, a written follow-up to the Superintendent is required.

14.2 BEREAVEMENT DAYS

The Committee will grant five (5) consecutive school days, not to exceed eight (8) calendar days leave with pay for death in the immediate family with such days not charged to sick leave. The immediate family shall be defined as mother, father, grandparent, grandchild, brother, sister, wife, husband, son, daughter, foster or step child, member of immediate household, mother-in-law, and father-in-law.

The Committee will grant one (1) school day with pay in the event of the death of the employee's sibling-in-law, aunt, uncle, step-parent and step-siblings.

In case of unusual circumstances, non-consecutive days or additional days off with pay, including days requested for use in connection with other relationships not specified herein, may be requested and may be approved by the Superintendent. The Superintendent's decision as to whether to approve such request for non-consecutive days or for additional days off with pay are not subject to the grievance and arbitration process.

14.3 PROFESSIONAL VISITATION DAYS

The superintendent may in his/her discretion grant without loss of pay one (1) visitation day for purposes of professional improvements. Requests setting forth the destination and purpose of such day should be submitted to the superintendent at least two (2) weeks prior to the day requested. Additional days may be granted at the superintendent's discretion. The superintendent's decision on requests for visitation days for purposes of professional improvement will not be subject to the grievance and arbitration provisions of this Agreement.

14.4 STUDENT TEACHER SUPERVISOR DAY

The Committee shall continue its existing policy regarding days of leave for the supervising of practice teachers which leave will not be charged to accrued sick leave.

14.5 PRESIDENT OF THE ASSOCIATION LEAVE

1) The President of the Waltham Educators Association or his/her designee who shall be one of the other four (4) officers of the Association; that is, the Vice President, Treasurer, Secretary and Immediate Past President, shall be entitled to four (4) days leave without loss of pay for the purpose of conducting Association business. An additional two (2) days without loss of pay for the purpose of conducting Association business shall be granted, provided that the Association shall bear the cost of the substitute teacher. If more than a total of six (6) days are used by the Association President in any given school year, the President's salary shall be paid by the Association and the cost of the substitute shall be borne by the Committee.

2) The Presidential leave shall be exclusive leave for Association business. Any leave provision under Article XIV, Section 1, 2, 3, and 4, or under any other Article of this Contract shall not be applicable to the President for Association business.

3) The Association is allowed to send up to its maximum number of representatives authorized by the MTA Annual Meeting without loss of pay (one day each for Association Business).

ARTICLE XV: EXTENDED LEAVES OF ABSENCE

15.1 ASSOCIATION BUSINESS

A teacher designated by the Association shall, upon request, be granted an unpaid leave of absence of up to two (2) years for the purpose of engaging in full-time local, state, or national activities of the Association, provided that not more than three (3) such teachers shall be on such leave at any one time.

15.2 MILITARY LEAVE

Military leave of up to four (4) years without pay as required by state or federal law shall be granted to any teacher for military service. Reinstatement shall be subject to state and federal law.

15.3 FAMILY SICKNESS

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.

15.4 POLITICAL PURPOSES

A leave of absence without pay of up to one (1) year may be granted for the purpose of permitting a teacher to campaign for or serve in public office.

15.5 Other leaves of absence or extensions may be granted by the Committee.

15.6 Upon the termination of a leave under this Article, the teacher will be restored as soon as practicable to the position which the teacher held at the time he/she began his/her leave, or substantially equivalent position, with such benefits to which such teacher was entitled at the time such leave commenced, however, to the requirements of the particular benefit plan or program involved. Failure to be available for assignment at the termination of such leave shall constitute resignation.

15.7 Each request for leave or extension or renewal shall be in writing.

15.8 PARENTAL LEAVE

Teachers with professional status have the following three options for parental leave:

1. Up to sixteen (16) weeks (80 work days).
2. More than sixteen (16) weeks, returning to their duties at the start of the school year.
3. More than sixteen weeks, returning to their duties at mid-year (the 92nd work day).

No parental leave may exceed two (2) work years. Teachers without professional status will be limited to option #1 above. The superintendent must be notified in writing at least six (6) weeks prior to the teacher's expected return regarding the teacher's returning, resigning, retiring, or extending the leave (subject to the above limitations); for teachers on leave under number two (#2) above, teachers must

notify the superintendent's office by March 1st of the school year preceding the return, regarding the teacher's returning, resigning, extending the leave (subject to the above limitations). This shall be considered a binding agreement. All leaves of absence are subject to the reduction in staff procedures. In the case of adoption where the adoption agency requires a different return date, such dates, within the above parameters, shall be accommodated. A teacher returning from leave under this Section may, at the discretion of the Superintendent, be returned to work as a day-by-day substitute (but at the teacher's regular contractual pay rate) until the start of the following school year or until some earlier date determined to be more convenient.

15.9 CAREER EXPLORATION LEAVE

No more than ten (10) teachers in any one year may be granted a career exploration leave. Application for a career exploration leave must be received by the superintendent in writing in such form as may be required by him/her not later than March 1 prior to the school year during which said teacher desires career exploration leave. A teacher will be notified by the Committee of the granting or rejection of his/her application on or before April 1 of the school year preceding the school year for which the career exploration leave is requested. Teachers on career exploration leave will inform the superintendent in writing not later than March 1 whether or not they intend to return to work for the subsequent school year. The decision whether to grant such career exploration leave, as well as the decision as to the number of teachers (if any), subject to the maximum stated herein, shall be at the discretion of the employer.

15.10 In addition to whatever benefits this agreement provides, it is agreed that the School Committee will abide by the Federal Family and Medical Leave Act of 1993.

15.11 EXTENDED LEAVES OF ABSENCE

The Superintendent shall have the discretion to grant up to four unpaid leaves of absence per school year for personal reasons, which leaves shall be for a maximum period of one school year. When possible, application for a leave of absence must be received by the Superintendent in writing in such form as may be required by him/her no later than March 1 prior to the school year during which said teacher desires a leave of absence. A teacher will be notified by the Superintendent of the granting or rejection of his/her application two months after their request has been submitted or before April 1 of the school year preceding the school year for which the leave of absence is requested, whichever comes sooner. The decision by the Superintendent as to whether or not to grant such a leave shall not be subject to the grievance and arbitration process. Those returning from such a leave shall not be guaranteed their specific assignment, but rather, only a comparable position within the District.

ARTICLE XVI: SABBATICAL LEAVE

16.1 The Committee may grant a leave of absence for study or research to any teacher with professional teacher status which would increase his/her professional ability in accordance with the following terms and conditions.

- A. Application for sabbatical leave must be received by the superintendent in writing in such form as may be required by him/her not later than January 1 prior to the school year during which such teacher desires sabbatical leave. A teacher will be notified by the Committee of the grant or

rejection of his/her application on or before April 1 of the school year preceding the school year for which the sabbatical leave is requested.

- B. The granting of such application is subject to the approval of the superintendent and the Committee.
- C. If the sabbatical leave is for the entire school year, sabbatical leave pay shall be fifty (50) percent of the base salary to which the teacher would have been entitled during the period of sabbatical leave. If the sabbatical leave is for one-half (1/2) the school year, sabbatical leave pay shall be one hundred (100) percent of the base salary to which the teacher would have been entitled during the period of the sabbatical leave, if no sabbatical leave had been taken, provided that amount, when coupled with any scholarship, grant or aid, shall not exceed the salary to which such teacher would have been entitled.
- D. No more than one (1) percent of the teaching staff of the Waltham Public Schools may be on sabbatical leave at any one time.
- E. Prior to the granting of such leave, the teacher shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to service in the public schools of Waltham for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the Committee 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 amount of service agreed to be rendered.

ARTICLE XVII: GROUP INSURANCE PLAN

17.1 Blue Cross/Blue Shield is available to employees with the City contributing 87.5 percent effective July 1, 2008. Employees have the option of joining health maintenance organization plans offered to other City employees with the City contributing 89% percent effective July 1, 2008, unless at a future time City employees receive a higher contribution percentage.

- School department employees will be provided twelve (12) months of health insurance coverage annually. Employees will contribute 1/22 or 1/26 or 1/52 of their annual share (consistent with their yearly number of paychecks) and the city will contribute the employer's share from September 1st through August 31st.
- \$ 15,000 Life Insurance Coverage. Employees have the option of buying additional insurance in increments of \$ 5,000 up to but not exceeding their annual salary.
- Any claim or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance and arbitration procedures herein.

ARTICLE XVIII: PROTECTION

18.1 Teachers will immediately report all cases of assault suffered by them in connection with their employment. Written reports of any assaults will be made to the principal of the employee's school, or in his/her absence, to the superintendent.

18.2 This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaisons between the teacher, the police and the courts.

ARTICLE XIX: USE OF SCHOOL FACILITIES

19.1 The Association will have the right to use the school buildings without cost at reasonable times for meetings. The superintendent will be notified in advance of the time and place of all such meetings; such use must have the approval of the superintendent and/or Committee, and the regular procedure of application for use of school buildings must be followed. Teachers shall have the right to use school athletic facilities without cost at reasonable times.

ARTICLE XX: DUES AND OTHER DEDUCTIONS

20.1 The Committee agrees to deduct from the salaries of teachers who have on file with the Committee an executed current Dues Deduction Authorization Card, dues for the Waltham Educators Association, Massachusetts Teachers' Association, and the National Education Association and to transmit the monies to the Waltham Educators Association Treasurer. Dues will be deducted from year to year unless and until the teacher gives sixty (60) days written notice of withdrawal of such authorization to the Association Treasurer. Any bargaining unit member who approaches the Administration to request the discontinuation of payment of union dues shall be referred by the Administration to the WEA treasurer to effectuate such discontinuation

20.2 Deduction referred to in Section 20.1 above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers' Association, and the National Education Association.

20.3 The amounts deducted will be submitted to the Association Treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.

20.4 The provisions of this Article XX shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the City of Waltham, Massachusetts, shall be satisfied by such evidence as he/she may require that the Association Treasurer has given to the Association a bond, in a form approved by the Commission of Corporations and Taxation, for the faithful performance of his/her duties, in the sum and with such surety or sureties as are satisfactory to the Treasurer of the City of Waltham.

20.5 The Committee will deduct from the salary of a teacher payments pursuant to an approved tax sheltered annuity program and deductions for savings in an approved savings institution, provided that such deduction has been so authorized in writing by the teacher.

20.6 The City will deduct premiums for Disability Income Insurance of employees who authorize the same in writing provided that there is no cost or liability to the City. Any deductions missed because of no pay will be the responsibility of the employee. The City will provide the vendors designated by the union with the names of employees from whom deductions were made along with total deductions, but assume no other responsibility.

ARTICLE XXI: RIGHTS OF THE COMMITTEE

21.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities and duties that have been or may hereafter be granted by the law to the Committee are retained by and reserved exclusively to the Committee. No such authority, power, rights, jurisdiction, responsibilities or duties shall be deemed waived or modified unless the waiver of modification is in writing and signed by the Committee with respect to such reserved rights and responsibilities, other than as there are specific provisions and directions to the contrary contained elsewhere in this Agreement, shall be subject to grievance and arbitration; nor action reserved to the final decision and/or sole discretion of the School Committee and/or superintendent as elsewhere contained in this Agreement, be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXII: CONTINUITY OF OPERATIONS

22.1 The Association agrees that no Association officer, Association representative or teacher shall engage in, induce or encourage any strike (whether sympathetic, general, or of any other kind), walkout, work stoppage, sit down, slow down, withholding of services, boycott (whether direct or indirect), concerted absences or resignations or any other direct or indirect interference with the operations of the Waltham School System. The Committee agrees not to conduct a lockout.

22.2 A violation of the Article by any teacher may be cause for disciplinary action, including one or more of such disciplinary actions as suspension without pay, dismissal or demotion. Such disciplinary action imposed by the principal and/or superintendent shall be subject to the grievance and arbitration provisions of this Agreement only as to the question of whether or not the teachers who were disciplined in fact participated in, encouraged or were responsible for such violation.

22.3 In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in court of law or equity.

ARTICLE XXIII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

23.1 The Committee and the Association heartily endorse the concept of professional development and educational improvement.

23.2 The Committee will pay additional compensation and the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, and conferences which have received prior approval from the administration, and by teachers who participate in a curriculum committee or other professional improvement sessions when requested by their principal or immediate supervisor, outside of the normal academic day or year.

23.3 LICENSURE RENEWAL

Failure to meet Massachusetts Department of Education relicensure and/or professional development requirements and deadlines will constitute grounds for possible loss of teacher licensure, which is a prerequisite for continued employment.

ARTICLE XXIV: GENERAL

24.1 The Association will be provided with copies of approved minutes of official Committee meetings. A copy of the official agenda of the meeting will be given to the Association prior to any such meeting.

24.2 If any Article or Section of this Agreement 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 restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, 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, as set forth above, the parties affected shall enter into immediate collective bargaining upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

24.3 This Agreement constitutes Committee policy for the term of said Agreement, and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as Committee policy, except to the extent that such may be impossible. The Committee will amend its administrative regulations and take action as may be necessary in order to give full force and effect to the provisions of this Agreement.

24.4 The terms of this Agreement are not applicable to any employee included within the bargaining unit while engaged in after-school teaching, coaching, tutorial, federal, and/or summer programs; and except for compensation for intramural and extra-curricular activities.

24.5 WEA members shall have the right to petition directly to the School Committee for tuition-free enrollment of their dependent children. If approved, the School Committee reserves the right of placement of such children to insure appropriate racial balance and class sizes.

ARTICLE XXV: DURATION AND NEGOTIATION PROCEDURE

25.1 This Agreement will be effective on September 1, 2019, upon ratification of both parties and will continue and remain in full force and effect until August 31, 2022.

25.2 Either party may reopen negotiations for a successor agreement at any time after September 1, 2021. Such negotiations may include any matter within the scope of wages, hours, and conditions of employment. Such negotiations shall be reopened by the party requesting such negotiations, submitting to the other, proposals for amendments or addenda to the contract. The other party shall have a period of ten (10) days thereafter to submit its own proposals for amendments or addenda.

25.3 During negotiations for a successor Agreement, the Committee and the Association may present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association all relevant Committee minutes, documents and reports to which a resident of the City of Waltham would have access.

25.4 If the negotiations for a successor agreement reach an impasse, the procedures set forth in General Laws, Chapter 150E pertaining to the settlement of dispute may be invoked by either party.

25.5 All negotiating sessions will be closed to the public.

25.6 All information to news media must be mutually agreed upon and jointly released, except that once the Committee has submitted its budget to the Mayor of Waltham, nothing herein shall preclude the Committee from releasing information to the news media which explains or discusses its budget. If such information is to be released, the President of the Association will be notified reasonably in advance thereof. Notwithstanding the foregoing provisions, either party may release to the news media the initial proposals as referred to in paragraph 25.2.

25.7 In the event of the absence at a negotiating session of a member of either negotiating team, an alternative negotiator may participate in his/her place.

25.8 Either party may utilize the services of outside consultants and may call upon professional representatives to assist in such negotiations.

25.9 Unless circumstances do not permit, negotiation sessions shall not be more than fourteen (14) calendar days apart, exclusive of legal holidays and weekends.

ARTICLE XXVI: HEALTH & SAFETY

26.1 The Committee desires to provide a place of employment that is safe, healthful and free of recognized hazards. The School Committee will designate a Health and Safety Officer with the responsibility of insuring the above after receiving recommendations from each of the school unions. The union president shall be notified who has been designated the Health and Safety Officer. Employees who believe they are exposed to an unsafe, unhealthy or hazardous condition may report such incident to his/her principal on an authorized form with a copy to the Health and Safety Officer and the WEA President. If no corrective action is taken within fourteen (14) calendar days, the employee may submit a report directly to the Health and Safety Officer and a copy will go to the union president. The Health and Safety Officer will submit to the School Committee at the next regularly scheduled meeting, a report as to what action, if any, has been taken relative to said incident report.

ARTICLE XXVII: OTHER POST-EMPLOYMENT BENEFITS (OPEB) CONTRIBUTIONS

27.1 Commencing September 1, 2016, and each year thereafter, each educator 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 educators. It will be deducted in equal payments based upon their pay period frequency (i.e., 22 or 26)

ARTICLE XXVIII: LEAD TEACHER

28.1 The Parties have agreed to the establishment of a position known as 'Lead Teacher' which at its establishment shall be in accordance with the Job Description attached to the Memorandum of Agreement, dated June 21, 2016. The number of such positions at a given school shall be subject to the discretion of the Superintendent and/or building principal. Such positions shall be filled on an annual basis and for a period of one school year. The appointment to fill one of these positions shall be limited to those candidates who have voluntarily applied for such positions but the building principal is not

obligated to select any of the voluntary applicants and may instead choose to leave the position vacant. Those appointed to such positions will not be released from their usual teaching responsibilities and will continue to perform assigned duties in accordance with Article II. In the event that the District requires a Lead Teacher to miss his or her preparation period in order to perform a function associated with the work of Lead Teacher, such lost preparation period shall be compensated in accordance with Section 2.6

ARTICLE XXIX: ASSOCIATION RIGHTS

29.1 The Committee shall provide to the Association on the 1st day of the teacher work year, the 91st day of the teacher work year, and within fifteen calendar days of the last day of the teacher work year, an electronic list of all bargaining unit members which will include the following information: name, work location, program, and job title.

APPENDIX A: SALARY SCHEDULES

Salary schedules shall be applied as set forth in the provisions of Article III or any other articles of the contract which are applicable to it.

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

2019-2020 Salary Scale									
COLA 2.00%									
Educators and Nurses									Paras
Step	Bachelor's	Master's	M+15	M+30	M+45	CAGS, EdS, CAES, 3Ms	Doctorate		
1	50,693	55,486	56,925	58,393	59,893	61,425	62,987	28,325	
2	53,449	58,325	59,775	61,256	62,769	64,312	65,886	28,958	
3	56,355	61,307	62,769	64,260	65,782	67,334	68,917	29,606	
4	59,419	64,443	65,911	67,410	68,939	70,499	72,090	30,266	
5	62,649	67,739	69,212	70,715	72,249	73,812	75,407	30,943	
6	66,056	71,204	72,678	74,182	75,717	77,281	78,877	31,634	
7	69,648	74,846	76,317	77,819	79,351	80,914	82,506	32,341	
8	73,434	78,674	80,139	81,634	83,160	84,716	86,303	33,063	
9	77,427	82,698	84,152	85,636	87,152	88,698	90,274	33,802	
10	81,637	86,927	88,366	89,834	91,335	92,867	94,429	34,557	
2020-2021 Salary Scale									
COLA 2.00%									
Educators and Nurses									Paras
Step	Bachelor's	Master's	M+15	M+30	M+45	CAGS, EdS, CAES, 3Ms	Doctorate		
1	51,707	56,596	58,064	59,561	61,091	62,654	64,247	28,892	
2	54,518	59,491	60,971	62,481	64,024	65,598	67,204	29,537	
3	57,482	62,533	64,024	65,545	67,097	68,681	70,296	30,198	
4	60,607	65,731	67,230	68,758	70,318	71,909	73,531	30,872	
5	63,902	69,094	70,596	72,129	73,694	75,289	76,915	31,562	
6	67,377	72,628	74,132	75,665	77,231	78,827	80,454	32,267	
7	71,041	76,342	77,844	79,375	80,938	82,532	84,156	32,988	
8	74,903	80,247	81,742	83,266	84,823	86,410	88,029	33,725	
9	78,976	84,351	85,835	87,349	88,895	90,472	92,080	34,478	
10	83,269	88,666	90,133	91,631	93,162	94,724	96,317	35,248	
2021-2022 Salary Scale									
COLA 2.00%									
Educators and Nurses									Paras
Step	Bachelor's	Master's	M+15	M+30	M+45	CAGS, EdS, CAES, 3Ms	Doctorate		
1	52,741	57,728	59,225	60,752	62,313	63,907	65,532	29,470	
2	55,608	60,681	62,190	63,731	65,305	66,910	68,548	30,128	
3	58,632	63,784	65,305	66,856	68,439	70,055	71,702	30,802	
4	61,820	67,046	68,574	70,133	71,724	73,348	75,002	31,489	
5	65,180	70,476	72,008	73,571	75,167	76,794	78,453	32,193	
6	68,725	74,081	75,614	77,178	78,776	80,403	82,063	32,912	
7	72,461	77,869	79,401	80,963	82,557	84,182	85,839	33,648	
8	76,401	81,852	83,377	84,932	86,519	88,139	89,790	34,399	
9	80,555	86,038	87,552	89,096	90,673	92,282	93,921	35,167	
10	84,935	90,439	91,936	93,464	95,025	96,619	98,243	35,953	

Longevity:

10 years service, but less than 15	3.5%
15 years service, but less than 20	4.5%
20 years service, but less than 25	5.5%
25 years or more of service	6.5%

Footnotes:

1. Masters + 15, + 30, + 45 Credits must be earned in courses approved by the department head or supervisor and superintendent of schools. Certification of course completion must be submitted to the superintendent of schools by August 15 for changes in scale on September 1, by January 15 for changes on February 1.
2. 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.
3. Career and Technical Education teachers possessing a Bachelors Degree are to be placed on the Masters Degree schedule. Career and Technical Education teachers must earn a Master's Degree and additional requisite credits in order to advance past the Master's column.

Prevailing Hourly Rate for Educators: The Parties have agreed to utilize a prevailing hourly rate to compensate certain enumerated activities in this collective bargaining agreement or in connection with certain other programs run by the District and in which educators work. The prevailing hourly rate for educators shall be as follows:

Effective September 1, 2019: \$35.00;
Effective September 1, 2020: \$35.00; and
Effective September 1, 2021: \$38.00.

Effective September 1, 2021, teachers who are asked to present or provide professional development shall be compensated for two (2) hours of preparation time for each hour taught at the then applicable prevailing hourly rate for educators.

The prevailing hourly rate for paraprofessionals shall be as follows:

Effective September 1, 2019: \$17.50;
Effective September 1, 2020: \$17.50; and
Effective September 1, 2021: \$20.00.

Paraprofessionals working in summer programs specifically in the role of teacher shall be paid for such work in that role at the then applicable prevailing hourly rate for educators.

Paraprofessionals working in after school programs as the primary adult responsible for students shall be paid for such work in that role at the then applicable prevailing hourly rate for educators.

APPENDIX B: CONTRACT FOR FULL-TIME PARAPROFESSIONALS AND NON-INSTRUCTIONAL AIDES

LEAVES OF ABSENCE

1.1 SICK/MEDICAL LEAVE

During a full-time employee's working year in the Waltham Public Schools, fifteen (15) days of paid sick leave shall be earned on an accrual basis of one and one-half (1 ½) days for each full month of actual service performed during the school year or upon request. Two Hundred (200) days of sick leave may be accumulated per employee. The central office will notify each individual employee of the amount of his/her accumulated sick time to date at the beginning of each school year no later than October 31st. Paraprofessionals working less than a full time schedule shall be granted a number of sick days on a pro-rated basis commensurate with their schedule.

Effective on September 1, 2017, during a full-time employee's working year in the Waltham Public Schools, fifteen (15) days of paid sick leave shall be earned on an accrual basis of one and one-half (1 ½) days for each full month of actual service performed during the school year. These days shall be credited to employees in the beginning of the school year. Upon termination or resignation, if an employee has used sick days not yet earned, that pay shall be deducted from their final paycheck(s). The central office will notify each individual employee of the amount of his/her accumulated sick time to date at the beginning of each school year no later than October 31st. Paraprofessionals working less than a full time schedule shall be granted a number of sick days on a pro-rated basis commensurate with their schedule.

1.2 Sick leave may not be used for any other purpose except illness, injury or disability related to a physical condition requiring a doctor or hospital care, except for up to seven (7) days annually in the event of serious illness requiring bedside care or household attention of the paraprofessional's/aide's spouse, child, parent, or member of the immediate household. The Superintendent may require a doctor's certificate attesting to the seriousness of the illness.

1.3 To be eligible to use a sick leave, an employee must report the sickness to the appropriate principal or supervisor at least one (1) hour prior to such employee's scheduled reporting time on the first day of absence. The absent employee claiming sick leave is expected to keep the superintendent informed of the progress of the sickness, injury, or disability and may be required to provide additional doctor certificates in the form set forth above from time to time at the discretion of the superintendent if such absence is prolonged. If deemed in the best interests of the Waltham Public School System, the superintendent may require any employee, claiming a right to, or using sick leave, to be examined by a physician chosen by the system, such examination to be administered without charge to the teacher. A paraprofessional working less than a full time schedule who requests a sick day will be assessed a sick day on a pro-rated basis commensurate with their schedule.

1.4 SICK LEAVE BUY BACK

An employee's accrued sick leave shall be reimbursed upon the employee's retirement or shall be paid to the employee's estate if the individual dies while still an employee, at the rate of twenty-five dollars (\$25) per day for the first 50 days of earned sick leave; thirty dollars (\$30) per day for the second 50 days of earned sick leave; and thirty-five (\$35) dollars per day for the remaining 100 days of earned sick leave up to a maximum potential benefit of \$4,000. The accumulation of unused sick leave shall be limited to one hundred thirty (130) days per employee. 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 waiver or waivers shall not be subject to the arbitration provisions of this Agreement.

Subject to City approval, the School Committee agrees to implement a 403B or other tax sheltered plan approved by the IRS for use in tax sheltering of sick leave cash payouts provided that there is no cost to the City. Any such plan will be procured by the City in accordance with usual City procedures.

1.5 SICK BANK

The Committee grants the Association permission to establish a voluntary Sick Leave Bank. Administration of the Sick Leave Bank shall be by a Committee which shall consist of two (2) members of the Association, two (2) members of the Committee and the superintendent or his/her designee.

A paraprofessional shall become a member of the sick bank after three years of employment unless she/he declines bank membership via written notification to the union president and the superintendent. Anyone who has accessed the sick bank shall be a member for the duration of their employment.

Each member of the sick bank shall donate one (1) day to the sick bank on his/her first day of work each school year, unless determined that no days are needed by the sick bank committee by the end of the previous school year.

Unused days in the bank will continue to be in the bank from year to year. When the bank "runs dry", all bank members will donate two additional sick days.

When a member has used up his/her own sick leave, he or she may apply for up to one hundred (100) days from the bank.

The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria among other reasonable considerations shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

- a) Adequate medical evidence of a chronic illness, or a serious illness expected to exist at least five (5) days
- b) Prior utilization of all eligible sick leave
- c) Length of service in the Waltham Public Schools
- d) Propriety of use of previous sick leave

Any paraprofessional who requests access to additional days from the sick bank after one hundred (100) sick bank days have been used:

- a) Must donate two of his/her own earned sick days to the sick bank

- b) Must have returned to work for at least one hundred (100) days following their prior sick bank access
- c) May access only up to the number of sick days he/she had accrued at the time the request was made, not to exceed one hundred (100) days.

A paraprofessional who is not yet eligible for membership in the Sick Bank may petition the Sick Leave Bank Committee for consideration of up to twenty-five (25) days.

The procedures and criteria of the Sick Leave Bank Committee, with respect to eligibility and entitlement (amount of sick leave granted, if any), shall be final and binding and not subject to appeal or the grievance and arbitration process.

Nothing in these guidelines shall prevent the School Committee from granting extensions of sick leave under Article 15.5 of teachers' contract.

For the present time, the President and the Vice-President of the Association will represent the Association on the Sick Leave Bank Committee.

2.1 PERSONAL LEAVE

A paraprofessional/aide shall be granted leave without loss of pay for time necessarily and actually lost for important personal reasons (excluding medical or dental appointments, which time is taken as sick/medical leave), if such activity cannot be carried on at any other time. Written notification (email is acceptable) of the need for such leave shall be made to the superintendent of schools as far as possible in advance of the date the employee wishes such leave to begin, but in no event less than forty-eight (48) hours in advance of the commencement of such leave, except in the case of emergency. For the period of September 1, 2019 through August 31, 2022, new staff in their first year of employment shall be granted one (1) personal day per year, for which a reason must be provided at the time of the personal leave request. This provision shall expire on August 31, 2022 without any further action required of the Parties and will not be extended except by mutual agreement of the parties in writing. After one full year of employment employees eligible for benefits may use a maximum of two (2) non-consecutive personal days per year, without a reason being given, but may not extend a school vacation or holiday weekend. Staff not using any personal days in one school year, will be afforded a maximum of three (3) such personal days during the subsequent school year. Part time staff not eligible for benefits, (less than .5), may use a maximum of one personal day per year. Personal days do not otherwise accumulate. Requests for other (than those above) personal days must be made in writing to the superintendent, accompanied by the reason for such days.

2.2 BEREAVEMENT LEAVE

The Committee will grant five (5) consecutive school days, not to exceed eight (8) calendar days leave with pay for death in the immediate family with such days not charged to sick leave. The immediate family shall be defined as mother, father, grandparents, grandchild, brother, sister, wife, husband, son, daughter, foster or step child, household partner, mother-in-law, and father-in-law.

EXTENDED LEAVES OF ABSENCE

3.1 FAMILY SICKNESS

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the paraprofessional's/non-instructional aide's immediate family.

3.2 PARENTAL LEAVE

Up to twelve (12) weeks or Six (6) calendar months parental leave.

3.3 CAREER EXPLORATION LEAVE:

No more than ten (10) paraprofessionals/aides in any one year may be granted a career exploration leave. Application for a career exploration leave must be received by the superintendent in writing in such form as may be required by him/her not later than March 1 prior to the school year during which said employee desires career exploration leave. A paraprofessional/aide will be notified by the Committee of the granting or rejection of his/her application on or before April 1 of the school year preceding the school year for which the career exploration leave is requested. Those on career exploration leave will inform the superintendent in writing not later than March 1 whether or not they intend to return to work for the subsequent school year. The number of employees to be granted such leave is at the Committee's discretion so that the educational process will not be disrupted.

3.4 EXTENDED LEAVE OF ABSENCE

The Superintendent shall have the discretion to grant up to one unpaid leave of absence per school year for personal reasons, which leave shall be for a maximum period of one school year. When possible, application for a leave of absence must be received by the Superintendent in writing in such form as may be required by him/her no later than March 1 prior to the school year during which said teacher desires a leave of absence. A teacher will be notified by the Superintendent of the granting or rejection of his/her application two months after their request has been submitted or before April 1 of the school year preceding the school year for which the leave of absence is requested, whichever comes sooner. The decision by the Superintendent as to whether or not to grant such a leave shall not be subject to the grievance and arbitration process. Those returning from such a leave shall not be guaranteed their specific assignment, but rather, only a comparable position within the District.

GROUP INSURANCE PLAN

4.1 Blue Cross/Blue Shield is available to employees with the City contributing 87.5 percent effective July 1, 2008. Employees have the option of joining health maintenance organization plans offered to other City employees with the City contributing 89 percent effective July 1, 2008 unless at a future time City employees receive a higher contribution percentage.

\$ 15,000 Life Insurance Coverage: Employees have the option of buying additional insurance in increments of \$ 5,000 up to but not exceeding their annual salary.

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

PROTECTION

5.1 Paraprofessionals/aides will immediately report all cases of assault suffered in connection with their employment. Written reports of any assaults will be made to the principal of the employee's school, or in his/her absence, to the superintendent.

5.2 This report will be forwarded to the Committee which will comply with any reasonable request from the paraprofessional/aide for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaisons between the paraprofessional/aide, the police and the courts.

DUES AND OTHER DEDUCTIONS

6.1 The Committee agrees to deduct from the salaries of paraprofessionals/aides who have on file with the Committee an executed current Dues Deduction Authorization Card, dues for the Waltham Educators Association, Massachusetts Teachers' Association, and the National Education Association and to transmit the monies to the Waltham Educators Association Treasurer. Dues will be deducted from year to year unless and until the paraprofessional/non-instructional aide gives sixty (60) days written notice of withdrawal of such authorization to the Association Treasurer. Any bargaining unit member who approaches the Administration to request the discontinuation of payment of union dues shall be referred by the Administration to the WEA Treasurer to effectuate such discontinuation.

6.2 Deduction referred to in Section 20.1 above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers' Association, and the National Education Association.

6.3 The amounts deducted will be submitted to the Association Treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.

6.4 The provisions of this Article XX shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the City of Waltham, Massachusetts, shall be satisfied by such evidence as he/she may require that the Association Treasurer has given to the Association a bond, in a form approved by the Commission of Corporations and Taxation, for the faithful performance of his/her duties, in the sum and with such surety or sureties as are satisfactory to the Treasurer of the City of Waltham.

6.5 The Committee will deduct from the salary of a paraprofessional/aide payments pursuant to an approved tax sheltered annuity program and deductions for savings in an approved savings institution, provided that such deduction has been so authorized in writing by the paraprofessional/aide.

6.6 The City will deduct premiums for Disability Income Insurance of employees who authorize the same in writing provided that there is no cost or liability to the City. Any deductions missed because of no pay will be the responsibility of the employee. The City will provide the vendors designated by the union with the names of employees from whom deductions were made along with total deductions, but assume no other responsibility.

RIGHTS OF THE COMMITTEE

7.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities and duties that have been or may hereafter be granted by the law to the Committee are retained by and reserved exclusively to the Committee. No such authority, power, rights, jurisdiction, responsibilities or duties shall be deemed waived or modified unless the waiver of modification is in writing and signed by the Committee with respect to such reserved rights and responsibilities, other than as there are specific provisions and directions to the contrary contained elsewhere in this Agreement, shall be subject to grievance and arbitration; nor action reserved to the final decision and/or sole discretion of the School Committee and/or superintendent as elsewhere contained in this Agreement, be subject to the grievance and arbitration provisions of this Agreement.

CONTINUITY OF OPERATIONS

8.1 The Association agrees that no Association officer, Association representative or aide shall engage in, induce or encourage any strike (whether sympathetic, general, or of any other kind), walkout, work stoppage, sit down, slow down, withholding of services, boycott (whether direct or indirect), concerted absences or resignations or any other direct or indirect interference with the operations of the Waltham School System. The Committee agrees not to conduct a lockout.

8.2 A violation of the Article by any paraprofessional/aide may be cause for disciplinary action, including one or more of such disciplinary actions as suspension without pay, dismissal or demotion. Such disciplinary action imposed by the principal and/or superintendent shall be subject to the grievance and arbitration provisions of this Agreement only as to the question of whether or not the paraprofessionals/non-instructional aides who were disciplined in fact participated in, encouraged or were responsible for such violation.

8.3 In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in court of law or equity.

GENERAL

9.1 The Association will be provided with copies of approved minutes of official Committee meetings. A copy of the official agenda of the meeting will be given to the Association prior to any such meeting.

9.2 If any Article or Section of this Agreement 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 restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, 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, as set forth above, the parties affected shall enter into immediate collective bargaining upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

9.3 This Agreement constitutes Committee policy for the term of said Agreement, and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as Committee policy, except to the extent that such may be impossible. The Committee will amend its administrative regulations and take action as may be necessary in order to give full force and effect to the provisions of this Agreement.

9.4 The terms of this Agreement are not applicable to any employee included within the bargaining unit while engaged in after-school teaching, coaching, tutorial, federal, and/or summer programs; and except for compensation for intramural and extra-curricular activities.

9.5 For the period of September 1, 2019 through August 31, 2022, no employee who has completed three full years of service will be discharged, disciplined, reprimanded or reduced in compensation without good cause. Good cause shall mean for any reason put forth in good faith and which is not arbitrary, capricious, irrational, unreasonable, or irrelevant to the performance of the duties of the position. The determination as to whether good cause exists is subject to the grievance and arbitration process. This provision shall expire on August 31, 2022 without any further action required of the Parties and will not be extended except by mutual agreement of the parties in writing. Absent a mutual agreement in writing to extend this language, the successor contract shall revert to the language of Section 9.5 which was applicable for the period of September 1, 2016 through August 31, 2019.

GRIEVANCE PROCEDURE

10.1 Any grievance by paraprofessionals claiming that the Committee violated the provisions of Appendix B shall be processed in accordance with the steps and requirements of Articles 4 and 5 of the teachers section of the main contract except that level 1 grievances shall be presented only to the principal.

11.1 Paraprofessionals/Non-instructional Aides will be notified whether or not they will be re-employed as soon as practicable and under normal circumstances by June 1. Specific assignments will be finalized by the first Monday of the student calendar, if possible.

EVALUATIONS

12.1 Paraprofessionals/Non-Instructional Aides will receive a written evaluation at the end of the school year from their immediate supervisor or building principal.

The Parties will pilot a new evaluation system for paraprofessionals in a limited number of schools for the 2019-2020 school year. Based upon the results of the piloting of the new evaluation system, the Parties will endeavor to reach agreement on a new paraprofessional evaluation instrument and process to be used in all schools for the 2020-2021 and 2021-2022 school years. To the extent that the Parties are able to reach agreement in this regard, their representatives will enter into a Side Letter of Agreement memorializing their agreement as to the evaluation instrument and process, which Side Letter shall expire on August 31, 2022. The new evaluation instrument and process shall then be reviewed by the Parties with the intent of incorporating them into the collective bargaining agreement permanently, or if necessary, negotiating changes thereto as part of successor contract negotiations. Without a mutual agreement of the Parties in writing to the contrary, the Side Letter and its terms shall expire on August

31, 2022. It is understood that during the piloting of the new evaluation system during the 2019-2020 school year, evaluation may continue at the non-pilot schools with the existing evaluation instrument.

12.2 A written complaint regarding a paraprofessional made to any member of the Administration by a parent, student or other person will be promptly called to the attention of such paraprofessional.

SALARIES

13.1 Employees shall have the option of being paid in 26 or 22 equal installments (i.e. in terms of gross pay) according to the provisions listed as a) to c) below. If the 26 installment option is in effect, an employee who chooses that option shall be entitled to receive on the last day of June any unpaid installments due and payable during July and August, provided such employee so requests at least one (1) month prior to such last pay day. Effective in the 2017-2018 school year and beyond, any employee who elects the 26 installment option shall be paid all final salary amount owed in a single check on the last day of school. The first pay day shall be the second Friday after the first day of school.

- a) Employees shall express their option for the following contract year in writing by the preceding June 1, or on the date of hire, and this option cannot then be changed for that contract year.
- b) At least 100 employees for any given contract year must opt for each of the alternatives. In the event that fewer than 100 employees opt for either alternative, the entire bargaining unit will be paid according to the alternative which the majority has chosen.
- c) The first payday under either option shall be no later than the third week of September.

WORKSHOPS

13.2 Paraprofessionals/Non-Instructional Aides may participate in professional development opportunities offered to other staff during non-instructional hours, except during instructional hours when directed by the principal or director.

WORK HOURS

14.1 The days and hours of work for Paraprofessionals/Non-Instructional Aides will be identical to that of teachers in the schools to which they are assigned unless the employee is informed in writing of the differences. In such a situation, the total hours per day will not exceed the total required of said teachers. They shall be afforded a daily, duty-free thirty (30) minute lunch period. Paraprofessionals shall attend all meetings that occur during regular school hours as well as building meetings called by school principals (See 2.4A) that take place in the afternoon.

Without limiting the Committee's general right to assign Paraprofessionals to various duties, it is agreed that Paraprofessionals may be assigned before and after school duties which support bus duty and other duties designed to keep students safe during school arrival and departure times provided that such duties occur during the regular paraprofessional workday.

At the discretion of central administration, building administration meetings can be exchanged for director meetings.

Paraprofessionals shall be compensated at the then applicable prevailing hourly rate for paraprofessionals for required orientation days; however, paraprofessionals shall not receive compensation for time spent filling out paperwork and performing other hiring related administrative activities which do not constitute work functions or activities.

14.2 When a paraprofessional or non-instructional aide is assigned to cover a class, she/he shall be compensated at the rate of \$15 per period, \$75 maximum per day. Payment shall be on a monthly basis. Such assignment shall be voluntary and shall only be in the class to which they are ordinarily assigned, if no substitute teacher is available. Coverage for staff who must leave for part of the day (attending a funeral, emergency departure, e.g.) shall be a professional courtesy to a colleague and not subject to this article.

14.3 In situations where paraprofessionals need to use a computer or when they are assigned to a classroom using the 1:1 technology model, the District will make its best effort to provide the paraprofessionals with an appropriate computer or tablet.

OTHER POST-EMPLOYMENT BENEFITS (OPEB) CONTRIBUTIONS

15.1 Commencing September 1, 2016, and each year thereafter, each paraprofessional and non-instructional aide 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 paraprofessionals and non-instructional aides. It will be deducted in equal payments based upon their pay period frequency (i.e., 22 or 26).

ASSOCIATION RIGHTS

16.1 The Committee shall provide to the Association on the 1st day of the teacher work year, the 91st day of the teacher work year, and within fifteen calendar days of the last day of the teacher work year, an electronic list of all bargaining unit members which will include the following information: name, work location, program, and job title.

NO OTHER PROVISIONS OF ARTICLES IN THE TEACHERS CONTRACT ARE APPLICABLE.

APPENDIX C: SIDE LETTERS

A. SIDE LETTER ON GRADUATE COURSE FUNDS

1. In each year of this contract, \$110,000 will be transferred from the Training Funds and earmarked for staff reimbursements.
2. Reimbursements will be limited to graduate level courses from an accredited college or university taken in order to obtain professional licensure and to those required to renew their professional licenses (i.e. teachers, nurses).and paraprofessionals taking courses recommended and/or approved by their immediate supervisor and the superintendent.
3. Staff intending to take these graduate level courses from an accredited college or university will:
 - Submit a prior written request to the Superintendent's Office for approval of the course at least two weeks prior to the start of the course;
 - Request must include a cost for the course and the course description;
 - Indicate in the written request the desire of the staff member to be reimbursed up to \$1,000.00 upon successful completion of the course;
 - Submit to the Superintendent's Office, upon completion of the course, a receipt of payment and a certificate of course completion with a grade of B or better; and
 - More than one course may be submitted for reimbursement, but no staff member may be reimbursed more than \$1,000.00 per fiscal year (July 1 - June 30)
 - Educators enrolled in a graduate program from an accredited college or university leading to a license in education shall be eligible to receive additional reimbursement of \$2,500.00 per fiscal year provided that there are sufficient graduate course funds available at the end of the school year.
4. In each year of the contract, \$110,000 will be earmarked for Graduate course reimbursement so long as the state per pupil formula for Waltham for professional development has not been reduced or so long as the enrollment in Waltham has not been reduced by more than 100 students.

C. SIDE LETTER ON RELICENSURE

1. Whereas the Massachusetts Board of Education adopted changes to the relicensure regulations, the parties hereby agree to the following procedures:
2. Each teacher and nurse shall submit an Individual Professional Development Plan (IPDP) to his/her principal or designated supervisor prior to June 30. Thereafter, each IPDP shall be reviewed at least every two years. The second two year review shall take place no later than one year prior to the expiration of the teacher's/nurse's license.
3. Each school/department shall be provided on an annual basis with a copy of the District's Professional Development Plan and the School Improvement Plan within seven days of approval by the School Committee, but in no event later than June 30.

4. These plans do not contain course offerings. Sufficient copies of the plans will be provided to the school/department so as to allow all teachers convenient access to copies of the plans.
5. The principal or designated supervisor shall be responsible for approving the IPDP of assigned staff.
6. If a dispute arises as to any aspect of the IPDP, the reason for said refusal shall be set forth in writing to the teacher/nurse
7. If a principal or designated supervisor refuses to approve an IPDP, the reason for said refusal shall be set forth in writing to the teacher/nurse.
8. Approval of an IPDP shall not be unreasonably withheld.
9. A staff member on leave of absence or a newly hired staff member shall be granted three (3) months from the date of return or hire to obtain approval of his/her IPDP.
10. Educators who were issued professional licenses between October 1, 1994 and June 17, 1999 are not required to obtain either initial approval or final endorsement of their IPDP's.
11. In the event that educators are no longer required, by regulation or statute, to obtain supervisory approval of an IPDP, this agreement shall become null and void.
12. Denial of approval is not subject to arbitration, but is appealable to the School Committee and the Department of Education.

D. SIDE LETTER ON INCLUSION CLASSES

Pursuant to Massachusetts General Laws, Chapter 71 B, special needs students shall be placed, "to the maximum extent appropriate", in the "least restrictive environment." To facilitate this, the following provisions will apply in the Waltham Public Schools:

1. Staff training -- Annually, the Special Education Director shall provide training for staff (teachers and/or paraprofessionals) who in their normal professional responsibilities must provide services to special needs students.
2. Student Grading -- Grading of special needs student work shall be the responsibility of the child's regular education teacher but may require collaboration with special education staff. However, modifications in grading or instructional techniques that are contained in special needs students' written individualized educational plans must be followed.
3. Performance Evaluation of Staff -- Contractual procedures for performance evaluation of teachers and paraprofessionals will be utilized. For teachers, goals and expectations will be spelled out clearly in writing and will reflect their responsibilities to special needs students.
4. Shared Planning Time -- All teachers of special needs students will have at least one planning period per week blocked for shared planning time, whenever the principal determines that it is reasonable to do so. When it is not reasonable, the principal will meet with the staff members to address the scheduling problem.
5. Teacher in Charge -- In those classes in which both a regular education and a special education teacher is assigned, in the event that one is absent, the teacher in attendance will be in charge of the class and the substitute teacher will assist. If a special education paraprofessional is assigned to the class and the regular education teacher is absent, the substitute teacher will be in charge of the class and the paraprofessional will assist

APPENDIX D: STIPENDS

- Effective September 1, 2019; Two (2%) Percent Increase;
- Effective September 1, 2020; Two (2%) Percent Increase; and
- Effective September 1, 2021; Two (2%) Percent Increase.

Coaching Sports	2019-20	2020-21	2021-22	Coaching Sports (continued)	2019-20	2020-21	2021-22
Baseball				Lacrosse Boys			
Head Coach	6,426	6,555	6,686	Head Coach	5,508	5,618	5,731
Varsity Assistant	4,820	4,916	5,014	Asst. Head Coach	4,131	4,214	4,298
JV Coach	4,820	4,916	5,014	JV Coach	4,131	4,214	4,298
Freshman Coach	3,213	3,277	3,343	Freshman Coach	2,754	2,809	2,865
Basketball Boys				Lacrosse Girls			
Head Coach	6,426	6,555	6,686	Head Coach	5,508	5,618	5,731
Varsity Assistant	4,820	4,916	5,014	Asst. Head Coach	4,131	4,214	4,298
JV Coach	4,820	4,916	5,014	JV Coach	4,131	4,214	4,298
Freshman Coach	3,213	3,277	3,343	Freshman Coach	2,754	2,809	2,865
Middle School Basketball	2,249	2,294	2,340	Outdoor Track Boys			
Basketball Girls				Head Coach	5,508	5,618	5,731
Head Coach	6,426	6,555	6,686	Asst. Head Coach	4,131	4,214	4,298
Varsity Assistant	4,820	4,916	5,014	Outdoor Track Girls			
JV Coach	4,820	4,916	5,014	Head Coach	5,508	5,618	5,731
Freshman Coach	3,213	3,277	3,343	Asst. Head Coach	4,131	4,214	4,298
Middle School Basketball	2,249	2,294	2,340	Skiing	4,590	4,682	4,775
Cheerleading Fall	4,590	4,682	4,775	Soccer Boys			
Cheerleading Winter	4,590	4,682	4,775	Head Coach	5,508	5,618	5,731
X-Country				Asst. Head Coach	4,131	4,214	4,298
Head Coach	4,590	4,682	4,775	JV Coach	4,131	4,214	4,298
Middle School X-Country	1,607	1,639	1,671	Freshman Coach	2,754	2,809	2,865
Field Hockey				Middle School Soccer	1,928	1,966	2,006
Head Coach	5,508	5,618	5,731	Soccer Girls			
Varsity Assistant	4,131	4,214	4,298	Head Coach	5,508	5,618	5,731
JV Coach	4,131	4,214	4,298	Asst. Head Coach	4,131	4,214	4,298
Freshman Coach	2,754	2,809	2,865	JV Coach	4,131	4,214	4,298
Middle School Field Hockey	1,928	1,966	2,006	Freshman Coach	2,754	2,809	2,865
Football				Middle School Soccer	1,928	1,966	2,006
Head Coach	9,180	9,364	9,551	Softball			
Top Assistant	4,865	4,963	5,062	Head Coach	6,426	6,555	6,686
JV Coach	4,315	4,401	4,489	Asst. Head Coach	4,820	4,916	5,014
Freshman Coach	3,213	3,277	3,343	JV Coach	4,820	4,916	5,014
Golf	4,590	4,682	4,775	Freshman Coach	3,213	3,277	3,343
Hockey Boys				Swimming			
Head Coach	6,426	6,555	6,686	Head Coach	5,508	5,618	5,731
Asst. Head Coach	4,820	4,916	5,014	Asst. Head Coach	4,131	4,214	4,298
JV Coach	4,820	4,916	5,014	Asst. Coach (Diving)	4,131	4,214	4,298
Freshman Coach	3,213	3,277	3,343	Tennis Boys	4,590	4,682	4,775
Hockey Girls				Tennis Girls	4,590	4,682	4,775
Head Coach	6,426	6,555	6,686	Volleyball Girls			
Asst. Head Coach	4,820	4,916	5,014	Head Coach	5,508	5,618	5,731
Indoor Track Boys				JV Coach	4,131	4,214	4,298
Head Coach	5,508	5,618	5,731	Freshman Coach	2,754	2,809	2,865
Asst. Head Coach	4,131	4,214	4,298	Weight Room Supervisor			
Indoor Track Girls				Weight Room (Fall)	4,590	4,682	4,775
Head Coach	5,508	5,618	5,731	Weight Room (Winter)	4,590	4,682	4,775
Asst. Head Coach	4,131	4,214	4,298	Weight Room (Spring)	4,590	4,682	4,775
				Strength & Conditioning (Summer)	5,508	5,618	5,731
				Wrestling			
				Head Coach	5,508	5,618	5,731
				JV Coach	4,131	4,214	4,298
				Freshman Coach	2,754	2,809	2,865

Professional Advisors	2019-20	2020-21	2021-22	Fine & Performing Arts Advisors	2019-20	2020-21	2021-22
Advanced Placement (AP)	8,160	8,323	8,490	Art			
Lead Teacher	1,122	1,144	1,167	Art Club High School	893	910	929
Liaison Pairing	447	456	465	Art Club Middle School	753	768	783
Mentor 1st Year	1,275	1,301	1,327	Art Exhibit I	893	910	929
Mentor 2nd Year	893	910	929	Art Exhibit II	893	910	929
Mentoring Coord. (6-12)	6,120	6,242	6,367				
Mentoring Coord. (K-5)	6,120	6,242	6,367	Music			
Peer Coach	1,275	1,301	1,327	Honors Band	2,295	2,341	2,388
Summer School Director	8,160	8,323	8,490	Honors Chorus	2,295	2,341	2,388
Treasurer / Fundraising Coord (High)	5,100	5,202	5,306	Honors Orchestra	2,295	2,341	2,388
Webmaster	10,200	10,404	10,612	Honors Wind Ensemble	2,295	2,341	2,388
				Pep Band	2,295	2,341	2,388
Student Activity Advisors				Percussion Ensemble High School	1,275	1,301	1,327
High School				Show Band	3,264	3,329	3,396
3d Gaming Club	753	768	783	Show Choir / Music Express	3,264	3,329	3,396
Academic Decathlon	753	768	783	Show Choir / Music Unlimited	4,590	4,682	4,775
Anti-Bullying Club	753	768	783	String Ensemble High School	1,275	1,301	1,327
Best Buddies	2,869	2,927	2,985				
Campaign Club	753	768	783	Honors Orchestra Middle School	2,295	2,341	2,388
Chess Club	753	768	783	Jazz Band Middle School	2,295	2,341	2,388
Community Service Club	753	768	783	Percussion Ensemble Middle School	1,275	1,301	1,327
Debate Club	753	768	783				
Dungeons & Dragons (D&D) Club	753	768	783	Honors Chorus Elementary	1,275	1,301	1,327
Engineering Club	753	768	783				
French Club	753	768	783	Drama			
Frisbee Club	753	768	783	Choreographer High School	2,448	2,497	2,547
G. S. A	753	768	783	Dance Theatre Choreographer High School	2,448	2,497	2,547
Girls Who Code	753	768	783	Dance Theatre Director High School	3,264	3,329	3,396
Gr.9 Transition Mentor	2,869	2,927	2,985	Director of Musical High School	3,264	3,329	3,396
History Club	753	768	783	Mr. Waltham Director	893	910	929
Hydroponics Club	753	768	783	Musical Director High School	2,448	2,497	2,547
Italian Club	753	768	783	One Act Play High School	1,275	1,301	1,327
Latin Club	753	768	783	Play Director High School	3,264	3,329	3,396
Literary Magazine	2,151	2,194	2,238	Senior Revue Assistant Director	2,448	2,497	2,547
Math Circle (Math Club)	753	768	783	Senior Revue Director	3,264	3,329	3,396
Media After School Program	2,151	2,194	2,238				
Model UN Club	753	768	783	Choreographer Middle School	1,591	1,623	1,655
National Honor Society	3,825	3,902	3,980	Director of Musical Middle School	2,448	2,497	2,547
Quiz Show Advisor	753	768	783	Director/Choreographer Middle School	(sum of		
Rec Club	753	768	783	Musical Director Middle School	1,836	1,873	1,910
Robotics Club	2,869	2,927	2,985	Play Director Middle School	2,448	2,497	2,547
S.A.D.D.	753	768	783				
Science Club	753	768	783	Play Director Elementary	893	910	929
Slam Poetry Club	753	768	783				
Spanish Club	753	768	783				
Student Council	2,869	2,927	2,985				
T.I.Y.A.D.I. Step Dance	753	768	783				
Technovation Club	2,869	2,927	2,985				
TV/Cable Studio	2,151	2,194	2,238				
Yearbook	3,825	3,902	3,980				
Middle School							
Chess Club	753	768	783				
Debate Mate	753	768	783				
Friends of Rachael Club	753	768	783				
History Club	753	768	783				
International Club	753	768	783				
Math Olympiad	753	768	783				
Model UN Club	1,434	1,463	1,492				
National Honor Society	1,913	1,951	1,990				
Renaissance Program	1,913	1,951	1,990				
Robotics Club	753	768	783				
Science Club	753	768	783				
Student Council	1,434	1,463	1,492				
Yearbook	1,913	1,951	1,990				
Elementary School				Footnote			
Math Olympiad	753	768	783	School Committee and/or its administrative representatives retain the authority to determine whether to establish a new stipendiary position; whether to fill a stipendiary position and by whom it will be filled; the duration of an appointment to a stipendiary position; and whether to eliminate or to abandon a stipendiary position. In the event of the establishment of a new stipendiary position, the School Committee agrees to bargain with the Association over the applicable stipend amount.			
Science Olympiad	753	768	783				

Course Reimbursement Request Form

Teacher's Name: _____

School: _____

I would like to request reimbursement for the following graduate level class:

Course Name and number: _____

Institution offering Graduate Credit: _____

Date that course starts (mm/dd/yy): _____

Date that course ends: _____

Cost for course: \$ _____

Provide a brief description of the course:

Upon completion of the course, you must submit:

- 1) Proof of attendance in the form of a transcript showing a grade of B or better
- 2) Proof of payment in the form of a receipt

Reimbursements are processed in December, March and June (at the end of each month). Please be patient while reimbursements are processed.