

Master Contract Agreement
Between
The Winchendon Teachers Association
And
The Winchendon School Committee
July 1, 2022– June 30, 2025

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Agreement is made by and between the Town of Winchendon, Massachusetts acting through its School Committee (hereinafter referred to as the "Committee") and the Winchendon Teachers Association (hereinafter referred to as the "Association") for a term of three (3) school years beginning July 1, 2022 and ending June 30, 2025.

PREAMBLE

The members of the Winchendon Teachers' Association and the members of the Winchendon School Committee recognize that our primary purpose is to provide the highest possible quality education to the children of Winchendon. To that end, we are mutually committed to maintaining the highest standards of professionalism and excellence throughout the district.

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ARTICLE I RECOGNITION

- A. Subject to any applicable provision of state or federal law, or regulations now or hereinafter in effect, the Committee recognizes the Association as the exclusive bargaining representative of employees in the following unit:

All certified teaching personnel who spend 30% or more of their time in regularly-scheduled direct instructional activity, as well as guidance counselors, library-media specialists, School Psychologist, School Social Worker, School to Work Coordinator, Curriculum and Instruction Coordinator, Guidance Coordinator, Early Childhood Coordinator, Communications/Media Coordinator, Technology Coordinator, all other coordinators, and nurses.

EXCLUDING principals, full-time vice/assistant principals of the high school, middle school, and elementary schools as well as the Director of Special Education, full time Director of Title 1, Director of 504, Director of Pupil Personnel Services, Director of Guidance, Director of Curriculum, Director of Instructional Services, Director of Early Childhood Education, Athletic Director, Director of Technology, (and any other director), Business Manager, Superintendent, Assistant Superintendent and other Supervisory Personnel and Substitute Personnel.

- B. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplement thereto, or by Chapter 150E of the General Laws of Massachusetts, all rights, powers, and authority held by the Committee prior to the effective date of said Agreement are retained by the Committee and the exercise of said rights, powers, and/or authority shall not be subject to the grievance procedures and/or arbitration.

- C. **DISCRIMINATION.**

There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association, or their respective agents, against any teacher because of membership or non-membership in the Association. The services of the Association in the capacity of bargaining agent shall be available to all professional employees in the unit covered by this Agreement who are eligible for membership.

- D. **EXCLUSIVE REPRESENTATION**

The Committee agrees not to negotiate with any teacher, teachers, or teachers' organization other than that recognized as the exclusive bargaining agent. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

- E. **COMPLETE AGREEMENT**

For the term hereof, this Agreement is a "complete Agreement" between the parties covering all mandatory subjects of discussion. The parties agree that during such period the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling, or in any way affect, the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

While the Committee agrees to give due consideration to any proposals and representations made on behalf of the Association, all matters not dealt with herein shall be treated as having been brought up and disposed of, and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof, except where provision for further consultations is specifically provided for in a specific provision of this Agreement. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the duly authorized representatives.

- F. **FREEDOM OF DISCUSSION**

It is agreed that nothing in this Agreement shall prohibit any teacher or group of teachers representing only themselves from discussing any matters with the Committee or any of its representatives, and no action taken by the Committee or any of its representatives as a result of such discussions shall be recognized as a grievance under this Agreement unless such action specifically violates a specific provision of this Agreement.

ARTICLE II

DEFINITIONS

For the purpose of this agreement the Committee and Association agree to the following definitions:

Members of the Bargaining Unit:

All certified teaching personnel who spend 30% or more of their time in regularly-scheduled direct instructional activity, as well as guidance counselors, library-media specialists, School Psychologist, School Social Worker, School to Work Coordinator, Curriculum and Instruction Coordinator, Guidance Coordinator, Early Childhood Coordinator, Communications/Media Coordinator, Technology Coordinator, all other coordinators, and nurses.

EXCLUDING principals, full-time vice/assistant principals of the high school, middle school, and elementary schools as well as Director of Special Education, full time Director of Title 1, Director of 504, Director of Pupil Personnel Services, Director of Guidance, Director of Curriculum, Director of Instructional Services, Director of Early Childhood Education, Athletic Director, Director of Technology, (and any other Director), Business Manager, Superintendent, Assistant Superintendent, and other Supervisory Personnel and Substitute Personnel.

Committee:

The School Committee elected by the Town of Winchendon

Days:

Only those days when school is in session and shall not include weekends, holidays, school vacations, or other days when school is not held due to inclement weather, etc. unless otherwise mandated by law.

Grievance:

A "grievance" is only a claim of an alleged violation of a specific and expressed provision of this agreement or any subsequent agreement entered into pursuant to this Agreement.

Grievant:

A "Grievant" is the person making the claim.

Practicable:

Whenever a party is required in this agreement to use its "best efforts" or to perform an act "as soon as practicable", the parties agree that a showing of willful violation of the applicable standard is required to support a grievance based on an allegation of a violation of the standard.

Winchendon Credit:

"Winchendon Credit" is credit awarded by the district at the discretion of the Superintendent to members of the Association. These credits may be applied toward advancement on the pay scale. These credits are not transferrable to districts other than the Winchendon Public Schools.

Length of Service:

Length of Service shall be determined based on the date of hire through the current date in all cases including approved leaves of absence and reductions-in-force, except in termination for cause or termination of employment by the employee.

ARTICLE III DUES DEDUCTION & RIGHTS OF THE ASSOCIATION

A. DUES

DEDUCTION

The Committee agrees to deduct from the salaries of its employees, dues for the Winchendon Teachers Association, Massachusetts Teachers Association, or the National Education Association, or any one of such associations as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such association or associations. Teachers' authorizations will be in writing on the form provided by the Association, mutually agreed to by both parties, and placed on file with the Superintendent of Schools.

B. RIGHTS OF THE ASSOCIATION

1. Any discussion by teachers concerning Association matters on school property must take place while all of the teachers involved in such discussions are free from teaching or other assigned supervisory duties and not in the presence of students.
2. Representatives or agents of the Winchendon Teachers Association who are not employees of the Winchendon School System may enter upon school property in compliance with Mass. Gen. Laws ch. 150E, § 5A..
3. The Superintendent of Schools/Principal shall designate a space at each school where the Association may erect a bulletin board to post notices signed by the President of the Association or the president's designee.
4. The Association shall have a right to use school buildings at reasonable times for holding meetings or conducting elections on the same basis as any other organization. The Building Principal will be notified, in advance, of the time and place of all such meetings. Such notification shall include the name or names of any speaker or speakers.
5. Bargaining Unit position holders may have the right to use athletic facilities and equipment at all schools at their own risk. The schedule and other related matters will be arranged in advance with the Building Principals.
6. No member of this bargaining unit shall be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.
7. There shall be no discrimination with regard to race, creed, color, religion, nationality, gender or gender identity, age, marital status, or sexual preference, physical handicap or other physical characteristics.
8. The Association shall be granted the use of all school equipment. Any withdrawal of permission by the Superintendent shall require ten (10) school days written notice to the Association stating the reasons for withdrawal.
9. If the benefits granted under subsections 4 & 5 above result in any costs to the Town, beyond those occurring if the sections did not exist, the Association will pay the added cost as determined by the Superintendent.
10. The Association President will receive an additional preparation period per day to conduct Association business. If there is any cost to the School Department for this additional preparation period it will be equally shared between both parties.

ARTICLE IV RIGHTS OF SCHOOL COMMITTEE

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

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth of the rules and regulations of any agencies of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.

As to every matter not expressly covered by this Agreement, and except as are specifically or directly modified by the express language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereinafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance, arbitration proceeding, or unfair labor practice charge.

ARTICLE V GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is only a claim of an alleged violation of a specific and express provision of this agreement or any subsequent agreement entered into pursuant to this Agreement.
2. A "Grievant" is the person making the claim.

B. PURPOSE

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

Nothing herein contained will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with any specific provision of this Agreement and that the Association has been given the opportunity to be present and state its view at any meeting held pursuant to Step 2 or any further step of the Grievance Procedure set forth in this Article.

C. PROCEDURE

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. The time specified may, however, be extended by mutual written agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts that occurred prior to the execution of this agreement shall be submitted to the Committee under the provisions of this Article.

If at the end of the ten (10) school days following either the occurrence of any grievance, or the date when the teacher should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall be deemed to have been waived.

Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions, as set forth below:

Step 1: The Grievant shall present the grievance during non-teaching hours to the School Principal who shall give an answer within three (3) school days. If the grievance is not satisfactorily resolved at this step, it may be appealed, under Step 2, in writing, by the Grievant within ten (10) school days after receipt of the Principal's answer, and be presented to the Superintendent of Schools.

Step 2: The Superintendent of Schools, or the Superintendent's designee, and the Grievant, and if the Grievant so elects, the President of the Association, or the President's designee, shall meet to discuss the grievance, within five (5) school days after receipt of the written grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or the Superintendent's designated representative, shall give a written answer to the grievance within ten (10) school days following the conclusion of the meeting.

Step 3: If the grievance is not satisfactorily settled at this step, it may be appealed, in writing, within ten (10) school days after receipt of the written answer of the Superintendent by the Grievant, to the School Committee. The School Committee, or its designated representative, and the Grievant and if the Grievant so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, within ten (10) school days, at a time mutually agreed upon. If any person or persons are to represent the Grievant at this meeting, the School Committee will be informed, in writing, at least three (3) school days before the meeting, of names and titles of such person or persons. The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting.

Step 4: If no satisfactory settlement of the grievance is made, it may be appealed to Arbitration, by written notice of such intention to appeal, within ten (10) school days after receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VI (Arbitration).

D. EXCEPTIONS

All system-wide members of the bargaining unit who do not report to any one Principal may initiate their grievance at Step 2 of the above procedure.

If the Superintendent or Committee has a grievance, it may be initiated by a submission, in writing, to the President of the Association. If the matter is not resolved within the following ten (10) school days, the Committee may proceed to Arbitration, pursuant to Article VI.

E. SCOPE OF GRIEVANCE PROCEDURE

The committee is a public body established under, and with the powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair the powers and responsibilities of the School Committee under the statutes of the Commonwealth, or the rules or regulations of any agency of the Commonwealth. As to every matter not covered by this Agreement, the School Committee retains all the powers, rights, and duties that it has by law, and may exercise the same without any such exercise being made the subject of any arbitration proceeding hereunder.

F. TIME LIMITS

A grievance not initiated within the time specified shall be waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

G. SPECIAL DEFINITION

Whenever a party is required in this Agreement to use its “best efforts” or to perform an act “as soon as practicable”, the parties agree that a showing of willful violation of the applicable standard is required to support a grievance based on an allegation of a violation of the standard.

H. GRIEVANCE FILES

All documents, communication, and records dealing with the processing of a grievance will be filed in accordance with Chapter 149, Section 52C of Massachusetts General Laws.

ARTICLE VI ARBITRATION

A. PROCEDURE

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within ten (10) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) school days thereafter, upon written notice to the other, request the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration as determined by mutual agreement to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules. Each party shall bear the expense of its representative, participants, witnesses, and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and American Arbitration Association or Massachusetts Board of Conciliation and Arbitration shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation that the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue an award not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, from the date of the arbitrator’s receipt of the final statements and briefs. The arbitrator’s award shall be in writing and shall set forth the findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of any act prohibited by law or which is inconsistent with any provision of this Agreement or with any rules and regulations of the Winchendon School Committee not specifically contradicted by a specific provision of this Agreement. The award of the arbitrator shall be submitted to the School Committee and the Association and, subject to law and issues of arbitrability, shall be final and binding upon the School Committee, the Association, and the Grievant. The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association or Massachusetts Board of Conciliation and Arbitration. The arbitrator shall arrive at a decision solely upon the facts, evidence, and contentions as presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching a decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein.

B. ARBITRABILITY

If either party should contest the arbitrability of a grievance before an appropriate court of law or equity, that court shall decide the issue of arbitrability de novo applying the principles set forth above in this Article giving any prior opinion of arbitrability by an arbitrator only the weight the persuasiveness of its reasoning commands. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties. Notwithstanding anything

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

ARTICLE VII

CONTINUITY OF EMPLOYMENT

During the term of this Agreement, or any extension or renewal hereof, the Association, or its agents, shall not cause, sponsor, or assist, and no professional employee covered by this Agreement, shall cause or participate in any strike, work stoppage, or concerted absence or other illegal activities directed against the Winchendon School System. If the Association disclaims such activities publicly, and in writing, to the School Committee, and advises the individuals concerned that the activity is illegal and in violation of the Agreement, and instructs them to cease such activity, it shall not be liable in any way therefore in the event it has not engaged, or subsequently does not engage, in activity inconsistent with such disclaimers. Employees who participate in any such activity may be disciplined or discharged as the Committee, in its judgment, deems proper without recourse to arbitration, and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedures.

The Committee reserves the right to bring any action for breach of this Article by means of the Grievance-Arbitration provisions set forth in Articles V and VI, or by means of an action in any appropriate Court of Law or Equity, or both.

Nothing in this Agreement will create any kind of tenure for any annual appointment supplemental to the normal duties of those covered by this agreement. The provision requires annual posting, application, and appointment for all stipend positions. The Superintendent or Principal will have full discretion in renewing any such appointment annually.

ARTICLE VIII

TEACHER ASSIGNMENT

- A. All teachers will be notified, in writing, of their program assignments and educator evaluation rubric for teachers and caseload educators (see Appendix C – standards and indicators of effective teaching practice; rubric I – IV) for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have on or before June 15 unless the date is extended through mutual agreement of the Superintendent and Association President.

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned involuntarily except temporarily for good cause, outside the scope of their teaching certification.

- B. In arranging schedules for teachers who are assigned to more than one school, the Administration will use its best efforts to limit the amount of inter-school travel. Teachers who are assigned to more than one school in any one school day will receive reimbursement at the current rate approved by the Committee for inter-school driving done by them.
- C. In the event that a teacher's regular duties are canceled, they may be asked or directed to perform other duties at the discretion of the principal or their designee. No teacher shall be asked or directed to perform such duties with a loss of their prep time as outlined in Article XVII, Section E unless duly paid the equivalent of one hour at the hourly rate equivalent to B Step 1 for 180 days at 7.5 hours per day per class.
1. Nurses in the bargaining unit who are asked to cover a second building during the school day will be paid at a rate of \$60 per day for an LPN and \$70 per day for a certified/licensed RN beyond their regular pay.
- D. On a regular school day, teachers may be assigned to special duties, such as attendance at conferences, seminars, workshops, or to visit other schools. Such assignments, which require overnight stays or substantially longer time than a regular workday, shall be voluntary. Unless the teacher specifically waives the same, reimbursement for reasonable expenses for lodging and meals will be paid by the District. Travel will be paid at the IRS rate by the District.

- E. In the event that a teacher is asked to cover for a colleague who is out on an extended leave, for medical or personal reasons that is approved by the district, compensation for additional responsibilities will be provided if the coverage exceeds the normal teaching load. Compensation will be afforded to the covering teacher at the start of the extended absence, which shall be no earlier than on the fourth school day (when emergency substitute plans have been exhausted). Prior to the fourth day, compensation will be afforded in accordance with the amount defined in Article VIII, Section C.

If it is expected that the licensed covering teacher will undertake the assignment of lessons, grading, direct instruction, and the continued flow of the course until the permanent teacher returns, compensation equivalent to one teaching period will be afforded to the teacher covering the additional class. (i.e. A teacher is teaching five of six periods in a six-period day, $\frac{1}{6}$ of the covering teacher's daily salary shall be paid to the covering teacher). Compensation shall be no lower than the hourly rate equivalent to M+15 Step 7 for 180 days at 7.5 hours per day.

If the covering teacher is completing all required coverage except direct instruction, compensation will be afforded to the teacher equivalent to the hourly rate equivalent to M+15 Step 7 for 180 days at 7.5 hours per day.

ARTICLE IX

TRANSFERS AND REDUCTIONS IN STAFF

A. TRANSFERS

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

1. When involuntary transfers are necessary, a teacher's area of certification(s), quality of teaching performance, and length of service in the Winchendon Public Schools, will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to as comparable a position as practicable, consistent with the educational needs of students.
2. An involuntary transfer will be made only after a meeting between the teacher involved and the principal(s), at which time the teacher will be notified in writing of the reasons for the transfer. However, the final decision on the transfer must rest with the Superintendent of Schools. Teachers desiring a transfer will submit a written request to the principal(s) involved stating the assignment preferred. Such requests must be submitted between September 1st and March 1st of each school year to be considered for the next school year unless a position is posted during the school year. Such requests must be submitted no later than March 1st of each school year to be considered for the next school year unless the position is posted during the school year. All requests will be acknowledged in writing.

B. REDUCTION IN FORCE

In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, employees shall not be laid off unless the employee has been given the opportunity to:

1. Be transferred to an open position for which they are certified and qualified, or replace an employee with the lowest seniority anywhere within the Winchendon Public Schools in an area in which the laid off employee is certified and qualified.
2. Seniority shall be determined by length of service as defined in Article II.
3. It is further agreed that salary shall not be a factor in this consideration of staff reductions and that all reasonable attempts shall be made to release non-professional status teachers first.

4. The provisions of this Article will govern any decision on layoffs. By December 1 of each school year, the Committee shall prepare an updated seniority list in the professional status groupings set forth above which shall be reviewed by the Association for its accuracy. The Association will advise the Committee by January 15th to any objections of the list; if no objections are raised, the list will be considered accurate. Any differences with respect to the seniority of individuals may be resolved through the grievance procedure commencing at the Superintendent's level and through expedited arbitration if necessary. Any teacher who is to be reduced pursuant to this Article shall be notified of such reduction no later than June 15 of the school year preceding the school year in which the reduction is to take place.

C. **TERMINATION AND RECALL**

1. Any teacher who is laid off pursuant to this Article shall have a right to be recalled during the first two (2) years of their layoff to any vacancy for which he or she is licensed and qualified to fill. If such an opening occurs during that period, the laid off teacher will be offered the opportunity to return to work on a last-out-first-in basis, provided the teacher is licensed and qualified to fill that position. No new teacher will be employed to fill any such vacancy until every laid off teacher licensed and qualified for that position has been first offered the opportunity to return to work during this two year layoff period.
2. Upon being recalled to work, a teacher's accumulated sick leave days shall be restored and the teacher shall be placed on the next salary schedule step above that which he or she was on prior to the layoff.
3. Teachers laid off under the provisions of this Article shall be given initial consideration on the substitute list if they choose to be so recorded. Laid off teachers shall also be given first consideration for any open jobs or newly created positions for which they are licensed or qualified. However, the refusal to accept any such position shall not affect the teacher's recall rights.

D. **TERMINATION**

Employment is contingent upon certification or approved waiver status as required by law.

ARTICLE X

PROMOTIONS – VACANCIES

- A. Every vacancy in any position established or continued by the Committee (including extra-curricular duties, or positions in addition to those of classroom teachers) shall be publicized by a notice posted in every school building and via e-mail to all staff members for, whenever practicable, ten (10) school days in advance of filling such vacancy. Such notice shall clearly set forth the specifications, qualifications, and compensation of the position, and the date by which applications shall be filed. The ten day advance notice can be reduced by mutual agreement between the superintendent and association president when necessary.

Advancements, promotions, or transfers within a building shall be based upon the Principal's judgment as to what will serve the best interests of the students and the Principal will consider knowledge, ability, skill, efficiency, attendance, physical conditions, general health, character, and personality of the applicants. Whenever the above factors are equal in the judgment of the Principal, applicants with the longest tenure of employment in the system will be advanced, promoted or transferred. It is recognized that the final decision as to whether or not transfers are made or to whom promotions are granted must rest with the Superintendent.

Vacancies shall be filled by an applicant already employed in the Winchendon School System if their educational qualifications, experience, and potential for the positions are, in the opinion of the Superintendent, equal to those of any other applicants.

Nothing in this Agreement shall prevent the Superintendent or Administration from making acting appointments in the best interests of the educational needs of the system until positions can be filled with permanent appointments as provided in this Agreement.

All openings for Summer School and Evening School positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as soon as practicable. All openings in the Winchendon Summer School and Evening School positions under Federal programs will be, to the extent possible, filled first by regularly appointed teachers in the Winchendon Public Schools (including new teachers who have been hired for the next school year) where, in the opinion of the Superintendent, those teachers possess qualifications equal to those of candidates outside the system.

- B. The WTA President will be notified of the creation of any new position at least five (5) days prior to the posting.

Note: It is understood and agreed that system wide positions are the responsibility of the Superintendent.

ARTICLE XI

TEACHER FACILITIES

The School Committee agrees that provision of the following items in each school would be advantageous to the School System and will use its best efforts to provide them insofar as it deems such provision practicable. The Committee will also take into consideration the following items in planning any new school construction.

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- A. Teachers' work areas containing adequate equipment and supplies to aid in the preparation of instructional materials.
- B. An appropriately furnished room to be reserved for the use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work areas.
- C. A serviceable desk and chair for the teacher in each classroom.
- B. A communication device which allows teachers to communicate with the office from their classrooms will be incorporated in the teachers' rooms where practicable.
- D. A wireless electronic device shall be provided to every teacher that connects to an electronic display visible by every student.

ARTICLE XII

TEACHER EVALUATIONS

- A. It is recognized by both parties that evaluation of teacher performance is the responsibility of the school administration and is primarily concerned with continual growth of instructional practices and outcomes. .
- B. All monitoring or observation of the work performance of teachers will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices, shall be strictly prohibited. Teachers will have the right to discuss such report with their superiors.
- C. PERSONNEL FILES
 - 1. Teachers will have the right, upon request, to review the contents of their personnel files containing evaluations of teacher performance. A teacher will be entitled to have a representative of the Association accompany them during such a review. No material shall be removed from a teacher's file without written agreement by both the teacher and the Superintendent. The Superintendent reserves the right to assign a representative to monitor the process.
 - 2. Material derogatory to a teacher's conduct, service, character, or personality will not be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher will indicate that they have reviewed the material to be filed by affixing their signature to the file copy. It is understood that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material. Such answer will be reviewed by the Superintendent and attached to the file copy. Should a teacher refuse to initial the file copy, the administration and a third party witness will so indicate in a statement in place of the teacher's acknowledgment.
 - 1. No professional status teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause.
- D. Forms for teacher evaluation will be mutually agreed upon. The Board of Education regulations on evaluation of teachers, 603CMR 35.00 ET.SEQ.; is incorporated in this agreement. (Teacher and caseload educators performance standards) See Appendix C.

ARTICLE XIII

LEAVES OF ABSENCE

Good educational and personnel policies require that individuals work as scheduled whenever possible. Accordingly, leave will be granted only for valid reasons as provided in this Article. Absence by an individual for reasons not provided shall subject that individual to loss of pay and may be cause for disciplinary action.

All benefits to which a member of the bargaining unit was entitled at the time their Leave of Absence commenced, including unused accumulated sick leave, will be restored to them upon their return, and they will be assigned to the same position which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position. All requests for Leave under Sections C through J shall be made in writing and the action taken thereon shall be reported to the applicant in writing.

A. SICK LEAVE

1. Members of the bargaining unit will be entitled to fifteen (15) days sick leave each year and all sick leave will become effective on the first day of the school year. Members whose employment is ended by either the employee or the employer prior to the conclusion of the year will have their sick time prorated at a rate of two (2) days per month. Sick leave days may be accumulated from year to year with no maximum limit.

Members may use sick leave days for illness or medical appointments for themselves or when they must care for a family member. Sick leave days charged to an individual shall be actual work days on which school was in session, and shall exclude weekends, holidays, school closings, and school vacations. The Superintendent may require a doctor's certificate for any absence exceeding three (3) days or in cases of repeated absences. Absences by reason of mental illness shall be substantiated by the certificate of a licensed medical professional.

2. Any member of the bargaining unit retiring from the Winchendon Public Schools who meets the eligibility criteria listed below shall receive compensation for unused sick days:
 - a) Must have twenty (20) years of service in the Winchendon Public Schools;
 - b) Must notify the Superintendent of Schools by January 15th of the school year prior to the school year in which they intend to retire under the Massachusetts Teachers Retirement Act.

Individuals retiring from the Winchendon Public School system prior to July 1, 2021 shall be compensated for unused sick days in the amount of fifty dollars (\$50) per day. Individuals retiring from the Winchendon Public School system on or after July 1, 2021 shall be compensated for unused days up to the equivalent of one full school year (184) of unused sick days in the amount of fifty dollars (\$50) per day. Payment for compensation awarded in this Article shall be made within twenty-five (25) months of the date of retiring.

Any member of the bargaining unit who has earned over one (1) full work-year (184 days) of unused sick days may elect to exchange those days for Winchendon Credits at a rate of one (1) Winchendon Credit for fifteen (15) unused sick days. The exchanged sick days shall be subtracted from their earned unused sick days, but in no event can they exchange days that will cause their number of unused sick days to fall below the equivalent of one (1) full work year (184 days).

B. SICK BANK

1. A Sick Bank will be established for use by eligible members of the bargaining unit. Members shall be eligible to participate in said bank if they have at least thirty (30) days of accumulated sick leave at the time of initial contribution. Only members of the bargaining unit who have contributed to the Sick Bank shall be eligible to receive compensation from the sick Bank.

The Superintendent of Schools must be notified no later than September 15th of each individual's intent to participate in the Sick Bank.

2. Each eligible member of the bargaining unit shall submit one (1) sick day of their personal accumulation to the Sick Bank on October 1 of each school year, to be utilized by members of the bargaining unit who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. If the sick days donated to the Bank are exhausted prior to the end of the school year and additional days are required, then each eligible member may contribute an additional day to the Bank.

Any sick leave granted under the provisions of this Article shall accumulate to one hundred eighty four (184) days. There shall be no accumulation or carryover to successive years of unused Sick Bank days beyond one hundred eighty four (184) days unless otherwise provided in (4) below.

3. If a second sick day is required of members in any given year, then the unused days remaining from the contribution of the second day shall be carried over.
4. The Sick Bank shall be administered by a Committee of five (5) representatives: two (2) appointed by the School Committee, two (2) appointed by the Association and one (1) neutral party to be agreed upon by the School Committee and the Association to serve a term of one (1) year. This Committee shall consider the eligibility of members to draw from the Sick Bank. The decisions of the Sick Bank Committee are final and binding and not subject to the Grievance or Arbitration Article set forth in this Contract.
5. Application for benefits shall be made in writing to the Sick Bank Committee accompanied by a doctor's certificate as the need for and anticipated duration of recovery time required. Application for benefits under the Sick Bank may be made prior to exhaustion of the employee's personal sick leave benefits, however drawing upon the Sick Bank will commence on the first school day following exhaustion of the employee's personal benefits.
6. Sick days drawn from the Sick Bank shall be actual workdays in which school was in session excluding weekends, holidays, school closings and vacations.

C. PERSONAL LEAVE

1. Members of the bargaining unit shall be allowed three (3) personal days each school year to fulfill personal obligations. Personal leave shall not be used to extend vacations. Personal days cannot be accumulated from year to year. Personal days may not be taken within the first thirty calendar days and the last thirty calendar days of school. Requests for exceptions to this language shall be made to the Building Principal. If the request is denied, the Principal must provide a written reason for denial within one (1) working day. The staff member may then appeal to the Superintendent. Unused personal days will not be allowed to accumulate as personal days. However, any personal days remaining unused at the end of the fiscal (school) year will be converted to unused sick days and treated as unused sick days in accordance with Article XIII.
2. If a member has a compelling and justifiable need for leave that does not qualify as sick leave, but the member does not have adequate personal days remaining for that purpose, they may submit a request, in writing, to the Superintendent, to use sick days for that purpose. The use of accumulated sick leave days for this purpose may be granted at the discretion of the superintendent.

D. BEREAVEMENT LEAVE

Bereavement leave will be allowed for up to five (5) days per incident for death in the immediate family. The term "Immediate Family" means: Spouse, significant other, child, father, mother, sister, brother, mother-in-law, father-in-law, stepchildren, grandparents, grandchildren and members of the household.

Three (3) days leave may be allowed for the death of an aunt, uncle, niece, nephew, or siblings-in-law.

One (1) day's leave may be allowed by the Superintendent in the event of other deaths.

At the discretion of the superintendent, these allotted days may be taken other than at the time of the loss, and may be divided as needed to take care of responsibilities associated with the loss. These should be used within nine (9) months of the loss.

E. MILITARY LEAVE

The Committee will comply with all State and Federal laws requiring leaves of absence for military service.

F. FAMILY MEDICAL LEAVE ACT (FMLA)

1. All members of the bargaining unit are entitled to receive leaves of absence in accordance with the Family and Medical Leave Act of 1993. In addition to above, all employees shall be granted a leave of absence for up to one (1) year without pay or increment for the purpose of caring for a member of their immediate family. Additional leave may be granted at the discretion of the Superintendent and the School Committee.

After five (5) years continuous employment in the Winchendon Public Schools, individuals may be granted a "Leave of Absence", without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

All individuals whose personal illness extends beyond the period compensated will normally be granted a Leave of Absence, without pay, for such time as is necessary for complete recovery from such illness, at the discretion of the Superintendent of Schools.

G. OTHER LEAVES OF ABSENCE

After serving ten (10) years in the Winchendon School System, members of the bargaining unit may be granted a Leave of Absence without pay for up to one year.

Except in an emergency or unusual circumstances, notification shall be provided to the Superintendent of Schools at the conclusion of the school year immediately preceding the year of the leave.

For extenuating circumstances, other leaves of absence, without pay, may be granted at the discretion of the Superintendent.

H. NATIONAL GUARD/RESERVE LEAVE

A maximum of ten (10) days per school year for persons called into temporary active duty of a unit of the United States Reserves, or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, will be granted.

I. INTERNSHIPS

After five (5) years of service in the Winchendon School System, a member of the bargaining unit shall be granted, without loss of pay, a block of 300 clock hours as an internship time for the purpose of acquiring certification in additional fields of education, provided that the internship is in the Winchendon Public Schools. A substitute teacher will be provided until the internship is complete.

J. CHILD-REARING LEAVE

Leaves of absence for the purpose of giving birth will be in accordance with the prevailing language of the Maternity Leave Rights and Benefits of Chapter 149, Section 105D of MGL. Leaves of absence for adoption or child rearing will be granted without pay for up to one (1) year to an eligible member of the bargaining unit. The individual shall make such written request, except in the case of an emergency, at least forty-five (45) calendar days prior to the date of commencement of the requested leave.

The member on leave shall notify the Superintendent of Schools in writing on or before April 1st of her/his intent to return to work at the beginning of the following school year.

In determining the placement on the salary schedule of a member of the bargaining unit who returns from a Child-Rearing Leave of Absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the member completed at least ninety-one (91) school days of teaching during said school year; otherwise, the member shall return to the step on the salary schedule which was held prior to the commencement of the leave.

The member shall be restored to the position she/he held when her/his leave began, or to a substantially similar position. A member who chooses an extended leave of absence for the purposes of this section shall return to active employment only on the first day of school of the following year or the second school year following the Child-Rearing Leave.

K. SMALL NECESSITIES LEAVE ACT

Employees are eligible for leaves of absence that qualify under MGL c.149, § 52D(b) (Small Necessities Leave Act). Leaves of absence will total no more than 24 hours per school year and will be taken in increments of 1 hour.

ARTICLE XIV PAYROLL DEDUCTIONS

Members of the bargaining unit may participate in such group insurance plans (e.g. term life, health) as are available to Town of Winchendon employees. The individual's share of the cost thereof shall be deducted from their paycheck. The Committee will take no action to reduce benefits.

Members of the bargaining unit will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law 87-370. Representatives from specified insurance agencies may visit the schools for the purpose of selling the annuity plan, after school hours.

Members of the bargaining unit may participate in a payroll deductions savings and savings bond program. These will include programs offered through any local savings institutions agreeable to both the Association and the Committee.

Funds collected via payroll deduction shall be transmitted promptly to the appropriate receiving agencies.

ARTICLE XV TAX SHELTERED ANNUITIES

So as to provide for a non-forfeitable tax sheltered annuity, payable upon retirement or termination of employment, a member of the bargaining unit may contract with the Committee for the purchase of an annuity, pursuant to the provisions of the General Laws of Massachusetts as part of their employment compensation. Such contract shall specify the premiums to be paid towards the annuity and must be with a company approved by the Committee and the Association. Funds collected via payroll deduction shall be transmitted promptly to the appropriate receiving agencies.

ARTICLE XVI SEPARABILITY

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for

the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE XVII

TEACHING HOURS AND TEACHING LOAD

- A. The starting and dismissal times for students will be established by the Committee, in accordance with the guidelines established by the State Board of Education.
- B. The workday of members of the bargaining unit will be as follows:
- | | |
|-----------------------------|--------------------|
| Middle/High School teachers | 7.5 hours per day |
| Elementary school teachers | 7.25 hours per day |
1. On Fridays and days before vacation or holidays, members of the bargaining unit may leave after student dismissal, upon completion of any assigned duties.
 2. Certified personnel, other than classroom teachers, will work at their assigned tasks for at least the length of the regular teachers' workday. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
 3. Half days at the end of the school year shall be scheduled consistently throughout the district.
- C. The work year of members of the bargaining unit (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than August 25th and terminate no later than June 30th, but will, in no event be longer than four (4) days more than the number of days when pupils are required to be in attendance by state law. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required. Teachers involved in courses may be dismissed at the discretion of the Superintendent.
- D. Members of the bargaining unit may be required to remain after the end of the regular workday to attend staff meetings not to exceed two (2) one(1)-hour meetings per month. A staff meeting shall be defined as a building faculty meeting, a grade-level or departmental meeting, or any other after school meeting in which faculty members are required to attend. Exemption from attendance requires administrative approval.
- E. All members of the bargaining unit will have a duty-free lunch period of at least the following lengths:
- | | |
|--------------------|--------------------------|
| Elementary Schools | not less than 30 minutes |
| Middle/High School | not less than 22 minutes |
- Teachers and specialists will, in addition to their lunch period, have a preparation time during which they will not be assigned to any other duties, as follows:
- | | |
|--------------------|----------------------------------|
| Middle/High School | not less than 50 minutes per day |
| Elementary Schools | not less than 40 minutes per day |
1. Preparation time of individual middle school and elementary grade levels shall be scheduled at the same time whenever possible.
 2. Preparation time of individual high school departments shall be scheduled at the same time whenever possible.
- F. Academic subject areas in the Middle School and High School will be handled as follows:
1. Teachers and specialists will not be assigned more than seven (7) periods per day, consisting of at least one (1) preparation time and not more than six (6) student supervisory periods.
 2. In the event the district deems it necessary to schedule an eight (8) period day, teachers will be assigned at least two (2) preparation periods and not more than six (6) student supervisory periods.

3. Secondary school teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) course preparations, within said subjects at any one time, whenever it is possible to do so.
- G. Exceptions to the provisions of Sections C or D above may be made only if the Superintendent of Schools (or their designee) determines that it is necessary to do so in the best interests of the educational process. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- H. **EXTRACURRICULAR APPOINTMENTS**
1. A member of the bargaining unit's acceptance of extracurricular appointments is voluntary and members will be compensated for all such participation in accordance with the provisions of Appendix B of this Agreement. The Association will strongly encourage member participation in such activities. It is understood the duties and responsibilities of extracurricular appointments shall be performed outside of the member's normal hours except where written approval of the building principal is granted.
 2. Appointments to extracurricular activities will be made by the Superintendent on recommendation of the Principal, based on their judgment as to what will serve the best interest of the students.
 3. A member of the bargaining unit who accepts an extracurricular appointment shall conscientiously perform the duties thereof for the term thereof except that they may be excused therefrom for just cause.
- I. A district-wide calendar of scheduled school social activities and fund raisers will be developed in conjunction with the Superintendent of Schools, and other members of the administration, representatives from each school, a representative of each parent booster group, and a representative of the Association. The Principal will determine the number of faculty needed to supervise each activity. Members of the bargaining unit will be allowed to voluntarily select a desired assignment on this approved schedule and after posting such schedule for seven (7) working days, the Administration will have the authority to assign members of the bargaining unit on an equitable basis to all remaining assignments on the schedule.
- J. Members of the bargaining unit's attendance at parent conferences is required:
1. The Principal's calendar of activities described in Article XVII, Section H, will include the dates of the annual fall and spring conferences.
 2. Compensatory released time will be provided on the days of parent conferences. If such released times should extend the length of the school year, the Superintendent shall notify the Association President as soon as it becomes known. The Association shall then waive Item 2.
 3. The day of the week on which evening parent conferences is held shall be rotated to the extent possible.

ARTICLE XVIII

NON-TEACHING DUTIES

The School Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that their energies should be, to the extent possible, utilized to this end. Therefore, they agree as follows:

- A. Teachers and specialists will not be required to perform the following duties:
1. Health services, such as administering eye or ear examinations, scoliosis, and weighing and measuring pupils.
 2. Collecting money from students for non-educational purposes.
- B. Routine, daily teacher duties must take place on school grounds and during contracted hours.

ARTICLE XIX TEACHER EMPLOYMENT

The Superintendent, upon recommendation of the Building Principal will have the full authority to exercise their discretion in initial placement on the salary schedule of teachers with previous experience for the first two (2) years in the system. Pending satisfactory evaluations during this period of employment, teachers will be placed, beginning the third year of employment, at their appropriate step on the salary schedule in regard to their degree status and years of teaching experience.

This article applies to all members of the bargaining unit.

ARTICLE XX PROTECTION

- A. All members of the bargaining unit are guaranteed a safe working environment, including the right to be free from threats of violence. Members should immediately report to their principal any case of assault or threat of violence suffered by them in connection with their employment. If such report is initially verbal, it shall be followed promptly by a written report in full detail.
- B. Each such report shall be forwarded to the Superintendent. The Administration and the Committee shall meet with the individual, if any party so requests, and shall take such action as may be appropriate to prevent recurrence of such episodes, including assisting in the prosecution of the assailant(s).

ARTICLE XXI PERSONAL INJURY BENEFITS

Whenever a member of the bargaining unit is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of employment, they will be paid their full salary less the amount of any Workmen's Compensation award made for temporary disability due to said injury for the period of such absence.

ARTICLE XXII INSTRUCTIONAL MATERIALS

The Superintendent will provide sufficient instructional materials to insure that each pupil in a classroom has instructional materials for their own use, and teachers shall assume the responsibility of initiating this provision.

ARTICLE XXIII GENERAL

- A. There will be no reprisals of any kind taken against any member of the bargaining unit by reason of their membership in the Association or participation in its activities.
- B. The Committee will, upon request, provide the Association with any documents in the public domain which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members of the bargaining unit and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- C. Copies of this Agreement, either printed or electronic, will be provided at Committee expense to each member of the bargaining unit.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- E. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy.

ARTICLE XXIV SALARIES

Members of the bargaining unit covered by this agreement will receive a salary increase as outlined in Appendix A of this agreement.

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

A. PAYMENTS AND ADVANCEMENT

1. Members of the bargaining unit will be paid in regular equal payments at least bi-weekly over the period of the school year or over the calendar year as the individual may elect.
2. Members of the bargaining unit who intend to complete academic study which will qualify them for advancement on the salary scale during the subsequent school year must notify the Superintendent in writing of such intent to move prior to December 31st of the current school year. Failure to notify the Superintendent may result in a delay of advancement for one year.

Graduate level courses taken after August 25th, 2019 require prior approval from the Superintendent in order to apply for advancement on the salary scale. To receive approval, courses must be relevant to the field of study, improvement of pedagogy, advancement of educational career, or advancement of school and/or district goals.

For advancement on the Salary Scale in recognition of academic study completed, the individual shall certify in writing to the Superintendent the successful completion of the work before the end of the first week of the school year and shall submit the proper transcripts within sixty (60) days thereafter. Alternatively, an individual may submit such written certification by February 15th and the transcripts by April 15th. Salary adjustments will start after the transcripts have been received and will be retroactive to the beginning of the year for work completed by the first week and to the middle of the pay year for work completed by February 15th.

3. Winchendon credit will be applied toward advancement on the salary schedule for any and all professional development courses, workshops, and seminars offered, required or requested by the district for which graduate credit is available; such credit will be equal to the graduate credit value of the sponsoring institution. In order for Winchendon Credits to be granted, the teacher shall complete additional requirements as defined by the district Professional Development Committee. Winchendon credits cannot be applied for salary advancement outside the Winchendon Public School system.
4. Members of the Association may submit an application for Winchendon Credit prior to taking a course that does not fall into the categories described in paragraph 3 above, but which align with district initiatives. The member shall complete an application (to be created by the Professional Development Committee). Permission will be granted and credit will be granted only at the discretion of the superintendent.
5. Professional development provided by the district shall be relevant to assisting Members of the Association move forward with their appropriate certification/recertification.

- B. If the Committee establishes a new position(s) for which no salary is provided in Appendix A, it shall tentatively establish a salary for these positions and shall indicate that salary as a tentative salary in the job posting. If the Association gives notice to the Committee within ten (10) school days after the posting that the tentative salary is unacceptable, the parties shall reasonably enter into negotiations on these salaries; these negotiations shall continue to agreement or impasse. If a salary is agreed upon, it shall be retroactive to the beginning of the position. If no agreement is reached, and a larger salary for the position is provided in the successor agreement to this agreement, that salary shall be effective retroactive to the beginning of the last year of this agreement, and for time prior to that last year, the salary shall be the average of the tentative salary and the newly agreed salary. Until another salary is effective, the tentative salary shall be paid.

- C. Members of the bargaining unit who volunteer or are required to work beyond the school year/contract shall be compensated at the same hourly rate paid for curriculum development work under Article XXVI, Section C.

For members of the bargaining unit who are part-time administrators, the rate of \$100 each day worked will be awarded.

ARTICLE XXV COORDINATORS AND PART-TIME ADMINISTRATORS

- A. Coordinator, Lead Teacher, and Team/Grade Level Leader stipends will be as follows:
- ◆ The stipend for Coordinators, Lead Teachers, and Team/Grade Level Leaders is based on 14% of the Bachelor’s pay column in Appendix A.
 - ◆ First year Coordinators and Team/Grade Level Leaders will receive 14% of step one of the Bachelor’s pay scale in Appendix A
 - ◆ Second year Coordinators, Lead Teacher, and Team/Grade Level Leaders will receive 14% of step two of the Bachelor’s pay scale in appendix A.
 - ◆ Third and subsequent year Coordinators, Lead Teachers, and Team/Grade Level Leaders will receive 14% of step three of the Bachelor’s pay scale in Appendix A.
- B. Coordinators, Lead Teachers, and Team/Grade Level Leaders will be allowed one (1) period for their coordinator duties in addition to any time allowed duty-free under other provisions of this Agreement.
- C. The following are accepted as the identified Coordinator and Lead Teacher positions:

Language Arts Department	Communication/Media	Middle School Lead Teacher
Science and Technology Department	Foreign Language Department	High School Lead Teacher
Mathematics Department	Nursing Department	Online Instruction Coordinator
Social Studies Department	Instruction Lead Teacher	Alternative School Coordinator
Unified Arts Department	Assessment Lead Teacher	Pre-School Coordinator
Special Education Department	Curriculum Lead Teacher	Mentoring Coordinator
Guidance Department	Student Support Lead Teacher	
	Data Coordinator	

- D. A Coordinator, Lead Teacher, or Team/Grade Level Leaders performing teacher observations will be relieved of normal teaching duties during that time.
- E. Coordinators, Lead Teachers, and Team/Grade Level Leaders will be appointed for one-year terms. Appointments will be made and renewed by the Principal.

ARTICLE XXVI CURRICULUM DEVELOPMENT PROGRAM

- A. The Superintendent and the School Committee recognizes that in order to best meet the changing needs of the students and to offer challenging and meaningful educational programs, there must be constant attention to the needs of revision or development of appropriate curriculum. To accommodate this need, the Superintendent and the Committee will consider establishing in their annual budget, funds to compensate certain Superintendent-approved curriculum revision or development projects. The need for these projects may be generated by the Superintendent or by the staff, and the major amount of the work required will, for the most part, be conducted during non-school time, i.e., school vacations or summer vacations.

Qualified candidates will first be sought from the current professional staff and, in some instances, outside consultants or other professionals may be required for the specific programs proposed.

- B. Staff proposals presented to the Superintendent prior to January 1st of any year will be evaluated and considered by the Superintendent and School Committee for funding in the next fiscal year. The Superintendent and School Committee will develop guidelines and criteria to assist them in considering the need and value of either staff or Superintendent and School Committee proposals.
- C. Any positions available in curriculum revisions or development projects requiring services outside of the regular school schedule will be posted in each school building. Each posting will include the amount budgeted by the Superintendent and School Committee for that project. Bargaining unit employees shall be paid at an hourly rate equivalent to M+15 Step 7 for 180 days at 7.5 hours per day when providing curriculum development services.
- D. Appointments of candidates will be, to the extent possible, made first to members of the bargaining unit in the Winchendon Public Schools System, where in the opinion of the Superintendent, those individuals possess qualifications equal to those of candidates outside the school system.

ARTICLE XXVII

CLASS SIZE

The Committee and the Association recognize that class size is an important factor in good education and to that end no class shall exceed twenty-five (25) students, whenever practicable.

ARTICLE XXVIII

PROFESSIONAL DEVELOPMENT

- A. It is the sole responsibility of each teacher to ensure that they remain properly licensed by the Department of Elementary and Secondary Education for the position that they hold. The Superintendent will provide courses and workshops that may be used to fulfill the requirements of relicensing as set forth in the Massachusetts Education Reform Act of 1993 and in the standards of ESEA: No Child Left Behind for “highly qualified” teachers. The Winchendon Public School department will issue a professional development certificate for workshops or activities in accordance with the Recertification Guide issued by the Department of Education, 1994.

B. IN-SERVICE PROFESSIONAL EDUCATION

- 1. A joint District/Association committee shall be formed each year to recommend and plan professional development and to review and approve in-service education programs. The committee will be equally composed of District and Association members, chosen by their respective leadership. Staff members shall be encouraged to recommend to the District topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. The District agrees to explore the teacher-led “Ed-Camp” model for Professional Development.

C. TUITION REIMBURSEMENT

- 1. For the duration of this contract, The Committee will maintain an annual minimum tuition reimbursement pool in the amount of \$50,000 per fiscal year.
- 2. Teachers who take graduate level courses in the area of licensure, board certification courses related to their teaching assignment, or courses clearly related to a teacher’s individual professional development plan shall be entitled to reimbursement in the amount up to \$1000.00 per course.

3. Requests for tuition reimbursement under this section must be submitted to the Superintendent of Schools for approval.
4. Teachers shall be reimbursed for tuition expenses for up to two (2) graduate courses per fiscal year, with a grade of "B" or better. An official transcript of successful completion of the course and payment of the course shall be submitted.
5. Reimbursement requests will be prioritized according to the following criteria:
 - a. In the order of date received as noted/stamped on the course approval form.
 - b. First requests for individuals are prioritized over any second requests for individuals during that school year cycle.
 - c. If the required documentation is not received by a reimbursement cycle deadline, the reimbursement will not be processed.
 - d. There is no retroactive reimbursement for past years available.
 - e. Proof of payment must include a receipt from the college or university, must specify the cost of the course, the date the payment was made, and the receipt needs to match the institution listed on the official transcript. (Additional documentation may be required if a course is granted by an institution other than the name stated on the payment receipt. Screenshots will not be accepted.)
 - f. In the event that the total amount of tuition reimbursement for which teachers apply exceeds the limits of the pool, reimbursement will be determined based on criteria stated in section 5 until the entire reimbursement pool is dispersed.
 - g. If after the first courses are submitted and approved and the total expenditure for reimbursement does not exceed the maximum amount, second courses will be paid at a proportionate rate, such that the total expenditure for all course reimbursement does not exceed the maximum reimbursement pool amount per year.
 - h. The District will provide documentation of the number of requests on an ongoing basis.
 - i. All documentation required for course reimbursement must be submitted to the Superintendent's office by October 1st for summer classes, January 15th for fall classes, and May 30th for spring classes. For courses ending after this date, all documentation must be submitted by June 15th.
6. Teachers must remain employed in the district at the time of reimbursement in order to be eligible for this benefit.

ARTICLE XXIX

DURATION – NEGOTIATIONS – PROCEDURES

- A. This Agreement shall become effective as of the July 1, 2022 and subject only to the right to reopen in accordance with B or C below, and shall continue in effect to and including June 30, 2023, and shall thereafter automatically renew itself for successive terms of one (1) year each unless sixty (60) days prior to June 30, 2025, or any June 30th thereafter either the Committee or the Association shall have given the other party written notice of its desire to modify or terminate this Agreement.
- B. If the state legislature should establish a new minimum salary for teachers, salary negotiations will be automatically reopened.

- C. If either party desires to reopen this agreement for any reason, written notice must be sent to the other party of such intent to reopen. The parties agree that there shall be no obligation on either party to negotiate for more than a total of twelve (12) hours pursuant to any reopening under this section and that during and after any such negotiations, this contract will remain in full force and effect subject only to any changes mutually agreed upon at such negotiations.
- D. During negotiations the Committee and the Association will present relevant data, exchange points of view, and makes proposals and counter-proposals.

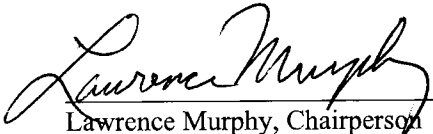
At the time it is made available to the Committee, the Committee will provide the Association with a complete budget for the next fiscal year.

The Committee will make available to the Association for inspection all pertinent records of the School System. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

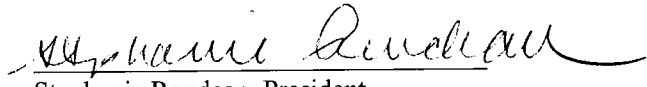
- E. Notwithstanding the above agreements and language, any provision which is inconsistent with the language and provisions of the "Massachusetts Educational Reform Act of 1993" so called and signed on June 18, 1993 as Chapter 71 of the Acts of 1993, shall be deemed ineffective and unenforceable. Any disputes between the parties shall, unless the parties jointly agree to arbitration, be resolved by a competent court of law in the Commonwealth of Massachusetts in the County of Worcester.

Article XXX
SIGNATURES

IN WITNESS WHEREOF, the parties hereto set their hands and seal by their duly authorized representative on this 28th day of March, Two thousand-twenty-two.



Lawrence Murphy, Chairperson
Winchendon School Committee



Stephanie Rondeau, President
Winchendon Teachers Association

APPENDIX A - Salary Schedule

2022 - 2023

Step	B	B+15	B+30/M	M+15	M+30	M+45	M+60	M+75	M+90
1	\$50,986	\$53,025	\$55,065	\$57,104	\$59,144	\$61,183	\$63,222	\$65,262	\$67,301
2	\$53,025	\$55,065	\$57,104	\$59,144	\$61,183	\$63,222	\$65,262	\$67,301	\$69,341
3	\$55,065	\$57,104	\$59,144	\$61,183	\$63,222	\$65,262	\$67,301	\$69,341	\$71,380
4	\$57,104	\$59,144	\$61,183	\$63,222	\$65,262	\$67,301	\$69,341	\$71,380	\$73,419
5	\$59,144	\$61,183	\$63,222	\$65,262	\$67,301	\$69,341	\$71,380	\$73,419	\$75,459
6	\$61,183	\$63,222	\$65,262	\$67,301	\$69,341	\$71,380	\$73,419	\$75,459	\$77,498
7	\$63,222	\$65,262	\$67,301	\$69,341	\$71,380	\$73,419	\$75,459	\$77,498	\$79,538
8	\$65,262	\$67,301	\$69,341	\$71,380	\$73,419	\$75,459	\$77,498	\$79,538	\$81,577
9	\$67,301	\$69,341	\$71,380	\$73,419	\$75,459	\$77,498	\$79,538	\$81,577	\$83,616
10	\$69,341	\$71,380	\$73,419	\$75,459	\$77,498	\$79,538	\$81,577	\$83,616	\$85,656
11	\$71,380	\$73,419	\$75,459	\$77,498	\$79,538	\$81,577	\$83,616	\$85,656	\$87,695
12	\$73,419	\$75,459	\$77,498	\$79,538	\$81,577	\$83,616	\$85,656	\$87,695	\$89,735
12+	\$75,459	\$77,498	\$79,538	\$81,577	\$83,616	\$85,656	\$87,695	\$89,735	\$91,774

2023-2024

Step	B	B+15	B+30/M	M+15	M+30	M+45	M+60	M+75	M+90
1	\$52,261	\$54,351	\$56,441	\$58,532	\$60,622	\$62,713	\$64,803	\$66,893	\$68,984
2	\$54,351	\$56,441	\$58,532	\$60,622	\$62,713	\$64,803	\$66,893	\$68,984	\$71,074
3	\$56,441	\$58,532	\$60,622	\$62,713	\$64,803	\$66,893	\$68,984	\$71,074	\$73,165
4	\$58,532	\$60,622	\$62,713	\$64,803	\$66,893	\$68,984	\$71,074	\$73,165	\$75,255
5	\$60,622	\$62,713	\$64,803	\$66,893	\$68,984	\$71,074	\$73,165	\$75,255	\$77,345
6	\$62,713	\$64,803	\$66,893	\$68,984	\$71,074	\$73,165	\$75,255	\$77,345	\$79,436
7	\$64,803	\$66,893	\$68,984	\$71,074	\$73,165	\$75,255	\$77,345	\$79,436	\$81,526
8	\$66,893	\$68,984	\$71,074	\$73,165	\$75,255	\$77,345	\$79,436	\$81,526	\$83,616
9	\$68,984	\$71,074	\$73,165	\$75,255	\$77,345	\$79,436	\$81,526	\$83,616	\$85,707
10	\$71,074	\$73,165	\$75,255	\$77,345	\$79,436	\$81,526	\$83,616	\$85,707	\$87,797
11	\$73,165	\$75,255	\$77,345	\$79,436	\$81,526	\$83,616	\$85,707	\$87,797	\$89,888
12	\$75,255	\$77,345	\$79,436	\$81,526	\$83,616	\$85,707	\$87,797	\$89,888	\$91,978
12+	\$77,345	\$79,436	\$81,526	\$83,616	\$85,707	\$87,797	\$89,888	\$91,978	\$94,068

2024-2025

Step	B	B+15	B+30/M	M+15	M+30	M+45	M+60	M+75	M+90
1	\$53,045	\$55,166	\$57,288	\$59,410	\$61,532	\$63,653	\$65,775	\$67,897	\$70,019
2	\$55,166	\$57,288	\$59,410	\$61,532	\$63,653	\$65,775	\$67,897	\$70,019	\$72,140
3	\$57,288	\$59,410	\$61,532	\$63,653	\$65,775	\$67,897	\$70,019	\$72,140	\$74,262
4	\$59,410	\$61,532	\$63,653	\$65,775	\$67,897	\$70,019	\$72,140	\$74,262	\$76,384
5	\$61,532	\$63,653	\$65,775	\$67,897	\$70,019	\$72,140	\$74,262	\$76,384	\$78,505
6	\$63,653	\$65,775	\$67,897	\$70,019	\$72,140	\$74,262	\$76,384	\$78,505	\$80,627
7	\$65,775	\$67,897	\$70,019	\$72,140	\$74,262	\$76,384	\$78,505	\$80,627	\$82,749
8	\$67,897	\$70,019	\$72,140	\$74,262	\$76,384	\$78,505	\$80,627	\$82,749	\$84,871
9	\$70,019	\$72,140	\$74,262	\$76,384	\$78,505	\$80,627	\$82,749	\$84,871	\$86,992
10	\$72,140	\$74,262	\$76,384	\$78,505	\$80,627	\$82,749	\$84,871	\$86,992	\$89,114
11	\$74,262	\$76,384	\$78,505	\$80,627	\$82,749	\$84,871	\$86,992	\$89,114	\$91,236
12	\$76,384	\$78,505	\$80,627	\$82,749	\$84,871	\$86,992	\$89,114	\$91,236	\$93,358
12+	\$78,505	\$80,627	\$82,749	\$84,871	\$86,992	\$89,114	\$91,236	\$93,358	\$95,479

- COVID Retroactive Appreciation Pay - Members who were employed during the 2020-2021 and 2021-2022 school years, an amount of \$1,000 per year (maximum of \$2,000) will be paid in appreciation of the efforts made by members during the COVID-19 pandemic. This payment will be made to the members between pay periods 1 & 2 of the 2022-2023 school year. To be eligible for payment, employees must have been employed for a minimum of ninety (90) school days within the school year. Employees must be actively employed by the District on the date payment is made, unless they become active retirees in good standing at the end of the 2021-2022 school year. This shall only apply to the 2022-2023 school year.
- \$750 longevity shall be paid each year to members of the bargaining unit who have completed fifteen (15) consecutive years of service in the Winchendon Public Schools, to be paid at the beginning of the next school year.
- \$1,500 longevity shall be paid each year to members of the bargaining unit who have completed twenty (20) consecutive years of service in the Winchendon Public Schools, to be paid at the beginning of the next school year.
- \$2,250 longevity shall be paid each year to members of the bargaining unit who have completed twenty-five (25) consecutive years of service in the Winchendon Public Schools, to be paid at the beginning of the next school year.
- \$3,000 longevity shall be paid each year to members of the bargaining unit who have completed thirty (30) consecutive years of service in the Winchendon Public Schools, to be paid at the beginning of the next school year.

APPENDIX B - Extra-Curricular Salaries

Athletic Coaching Positions

Athletic positions are placed on steps 1, 2, or 3 based on consecutive appointed years in that position. Those with 3 or more years are placed at step 3.

Tier	Step 1	Step 2	Step 3
Tier 1	\$4,620	\$4,862	\$5,217
Tier 2	\$3,190	\$3,256	\$3,700
Tier 3	\$2,970	\$3,163	\$3,468
Tier 4	\$2,420	\$2,596	\$2,884
Tier 5	\$2,200	\$2,420	\$2,750

- Tier 1
 - Head Football Coach

- Tier 2
 - Head Field Hockey Coach
 - Head Cross Country Coach
 - Head Soccer Coach
 - Head Cheerleading Coach
 - Head Basketball Coach
 - Head Indoor Track Coach
 - Head Ice Hockey Coach
 - Head Baseball Coach
 - Head Softball Coach
 - Head Track Coach
 - Other Head Coaching positions not created at the time of this agreement

- Tier 3
 - Assistant Football Coach(es)

- Tier 4
 - Assistant Field Hockey Coach(es)
 - Assistant Cross Country Coach(es)
 - Assistant Soccer Coach(es)
 - Assistant Cheerleading Coach(es)
 - Assistant Basketball Coach(es)
 - Assistant Indoor Track Coach(es)
 - Assistant Ice Hockey Coach(es)
 - Assistant Baseball Coach(es)
 - Assistant Softball Coach(es)
 - Assistant Track Coach(es)
 - Other Assistant Coaching positions not created at the time of this agreement

- Tier 5
 - All Middle School Coaches

Other Activities

Other Activities are compensated at the percentage rates of Bachelor’s steps 1, 2, and 3 listed below.

- Tier 1 - 6 percent
 - High School Yearbook Advisor
 - High School Student Council Advisor
 - Murdock Financial Fund Bookkeeper
- Tier 2 - 5 percent
 - Faculty Manager
- Tier 3 - 4 percent
 - Senior Class Advisor
 - Middle/High Chorus Director
 - National Honor Society Advisor
- Tier 4 - 3 percent
 - Drama/Musical Director
 - Other High School Class Advisors
 - High School Newspaper Advisor (9 issues)
 - After-School Remedial Program (Partial)
 - SAT Preparation - Evenings
 - Middle School Yearbook Advisor
 - Elementary School Band Director
 - Elementary School Chorus Director
 - Middle/High Concert Band Director
 - Middle/High Marching Band Director
 - Instructional Leadership Team
 - ESports Coach
 - Other Stipended Positions not created at the time of this agreement (after school prog);
- Tier 5 - 2 percent
 - Tournament of Plays Coaches/Manager
 - Middle/High Club Advisor, other
 - Middle School Student Council Advisor (Dem i)
 - Middle School Financial Faculty Advisor (Bookkeeper) Dem too
- Other - Flat Rate
 - MCAS Tutors - \$35.00/hour.
 - Program Educators - \$30.00/hour.
 - Program Instructors - \$20.00/hour.
 - Site Supervisors - \$20.00/hour.
 - Program Assistant - \$15.00/hour.
 - Intramural Coaches - \$15.00/hour

Teacher Mentoring positions are placed on Year 1, Year 2, or Year 3 based on the mentee’s year of service in the Winchendon Public Schools

Year 1	Year 2	Year 3
\$750	\$375	\$375

APPENDIX C

Educator Evaluation

A: Forms for Educator Evaluation:

Log in to TeachPoint to view forms:

- Goal Setting Form
- Educator Collection of Evidence
- Classroom Walk-Through
- WPS Teacher Observation Form
- Teacher Observation Evidence Collection Form
- Evaluator Record of Evidence
- Formative Assessment Report
- Formative Evaluation Report
- Self-Assessment
- Summative Evaluation Report
- Educator Response
- Educator Plan Form (Teacher or Evaluator Initiated)

B: Standards and Indicators of Effective Teaching Practice; Rubric:

Standards I – IV

- [Classroom Teacher Rubric](#)
- [Guide to Role-Specific Indicators and Alternative Resources](#)
- [MASCA Role-Specific Indicators for School Counselors](#)
- [MSNO School Nurses' Resource Document to Support Implementation of SISP Rubric](#)
- [MSPA School Psychologist Rubric with Role-Specific Elements](#)
- [MSLA School Librarians' Resource Document to Support Implementation of Teacher Rubric](#)
- [MAOT/APTA of MA Occupational and Physical Therapists Resource Document to Support Implementation of SISP Rubric](#)
- [MSHA Speech Language Pathologists Resource Document to Support Implementation of SISP Rubric](#)

C: [Teacher and Caseload Educator Contract Language \(Article XII\)](#)

APPENDIX D

Winchendon Public Schools Policy on Background Checks

It shall be the policy of the Winchendon Public Schools that, as required by law, a state background check of Criminal Offender Record Information (CORI) or national fingerprint Criminal History Record Information check (CHRI) will be completed to determine the suitability of full or part time current and prospective school employees, who may have direct contact with children.

The School Committee has considered factors in determining whether to conduct discretionary fingerprint-based background checks (i.e. for volunteers, laborers, interns, etc.) including:

- likelihood of direct or unmonitored contact
- duration of potential contact (chaperones on school-related trips)
- ability to control/limit potential contact by means of escorting or physical separation or restrictions on hours of access to facility.

The Winchendon Public Schools require that all those employees and others who may have potential for direct and unmonitored contact with students are subject to fingerprint-based national background check (CHRI).

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

In the case of prospective employees or volunteers, applicable background checks (CHRI or CORI) shall be obtained only where the Superintendent had determined that the applicant is qualified and may forthwith be recommended for employment or volunteer duties. The employer shall continue to obtain periodically, but not less than every 3 years, an update of CORI for any current and prospective employee or volunteer within the school district.

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of the employment or volunteer service the school district is required by law to obtain (as applicable) CHRI or CORI; all shall be informed in writing by the Superintendent prior to periodic updating of applicable background checks.

The hiring authority, subject to applicable law and the model policy, reserves the exclusive right concerning any employment decision.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

CHRI REQUIREMENTS

Those employees requiring a CHRI check shall include, but not be limited to: all school employees; any apprentice, intern, student teacher or individuals in similar positions; school-related trip chaperones; bus drivers and any individuals who regularly provides school-related transportation; or anyone providing childcare or support services licensed by the Department of Early Education. This includes all administrators, teachers, substitutes, paraprofessionals, cafeteria and food services employees, secretaries, building/grounds maintenance or janitor employees, all coaching and sports/club activities personnel, before/after school program personnel; and is regardless of full or part time status. Laborers or contractors commissioned by schools to perform work on school grounds, if there is potential for direct or unmonitored contact with students, are subject to a CHRI check.

While school volunteers do not need to submit a CHRI fingerprint check, they will continue to submit a Massachusetts state CORI check. Any contractors or laborers who do not have direct contact with children must submit state CORI checks.

Anyone without a CHRI check on file in the Central Office will not be left unsupervised for any duration. The school committee shall obtain a CHRI check for current and prospective employees for whom the school committee has direct hiring authority. In such case, the chair of the school committee shall review the results with at least two trained employees of the Winchendon Public Schools (see CHRI Training below).

The superintendent shall obtain a CHRI check for any individual who regularly provides school related transportation to children, not limited to bus drivers.

The school committee or superintendent or principal (as appropriate) will require a state CORI check or national CHRI check (as appropriate) for any intern, apprentice, volunteer, subcontractor or laborer commissioned by the school committee, school or employed by the city or town to perform work on school grounds.

The fee charged by the provider to the employee and educator for national fingerprint background checks may from time to time be adjusted by the appropriate agency. These fees will not be paid or reimbursed in any form by the district.

Requesting CHRI checks

Fingerprint-based CHRI checks will be conducted as authorized by state and federal law , in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a CHRI or CORI check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. The superintendent will ensure that all administrative, technical, and physical safeguards are in compliance with the most recent CJIS Security Policy and have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI and will maintain "record logs" to record dates of access and dates of destruction.

Retention and Destruction of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes only:

- - Historical reference and/or comparison with future CHRI requests,
- - Dispute of the accuracy of the record
- - Evidence for any proceedings based on information in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the superintendent.

When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by a CHRI-trained employee of the district; when shredding or deleting is done in-district, the action is signed by two CHRI-trained employees of the district.

CHRI Training

An informed review of a criminal record requires training. The superintendent will ensure that not less than three Central Office employees have completed and are current in this training at all times; at least two trained employees will perform "determining suitability" reviews together and will document attesting records. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.

Determining Suitability

At least two trained employees will perform "determining suitability" reviews together and will document attesting records. In determining an individual's suitability, the following factors will be considered but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

- The name and date of birth of the employee or applicant;
- The date which WPS received the CHRI check results; and,
- The suitability determination (either "suitable" or "unsuitable").

A copy of an individual's suitability determination documentation must be provided to the individual, upon request of the individual for whom Winchendon Public Schools conducted a suitability determination.

Relying on Previous Suitability Determination

Winchendon Public Schools will not rely on a previous suitability determination made by another school or employer regardless of circumstances or date.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

- Provide the individual with copy of his/her CHRI used in making the adverse decision; Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

Secondary Dissemination of CHRI

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

The following information will be recorded in the log:

- Subject Name;
- Subject Date of Birth;
- Date and Time of the dissemination;
- Name of the individual to whom the information was provided;
- Name of the agency for which the requestor works;
- Contact information for the requestor; and
- The specific reason for the request.

Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the superintendent shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

C.O.R.I. REQUIREMENTS

It shall be the policy of the district to obtain all available Criminal Offender Record Information (CORI) from the Department of Criminal Justice Information Services (DCJIS) of prospective employees or volunteers of the school department who may have contact with children, prior to hiring the employees or to accepting any person as a volunteer. An individual shall not be considered to have the potential for direct and unmonitored contact with children if he or she has only the potential for incidental unsupervised contact in commonly used areas of the school grounds.

The Superintendent, or their certified designees, shall periodically, but not less than every three years, obtain an update of all available CORI information of employees, transportation providers, or volunteers during their term of service.

The Superintendent, or their certified designees, may also have access to CORI information for any subcontractor or laborer who performs work on school grounds, and shall notify them of this requirement and comply with the appropriate provisions of this policy.

In accordance with state law, all current and prospective employees, volunteers, and persons regularly providing school related transportation to district students shall sign an acknowledgement form authorizing receipt by the district of all available CORI data from DCJIS. In the event that a current employee has a question concerning the signing of the acknowledgement form, he/she may meet with the Principal or Superintendent; however, failure to sign the CORI acknowledgement form may result in a referral to local counsel for appropriate action. Completed acknowledgement forms must be kept in secure files. The School Committee, Superintendent, Principals or their designees certified to obtain information under the policy, shall prohibit the dissemination of information for any purpose other than to further the protection of school children.

CORI is not subject to the public records law and must be kept in a secure location, separate from personnel files and may be retained for not more than three years. CORI shall be shared with the individual to whom it pertains, pursuant to law, regulation and the following model policy, and in the event of an inaccurate report the individual should contact DCJIS.

Access to CORI material must be restricted to those individuals certified to receive such information. In the case of prospective employees or volunteers, CORI material should be obtained only where the Superintendent had determined that the applicant is qualified and may forthwith be recommended for employment or volunteer duties.

The hiring authority, subject to applicable law and the model policy, reserves the exclusive right concerning any employment decision.

The Superintendent shall amend employment applications to include questions concerning criminal records which the Massachusetts Commission against Discrimination has determined may be legally asked of prospective employees. Any employment application which seeks information concerning prior arrests or convictions of the applicant shall include the following statement: "An applicant for employment with a sealed record on file with the commission of probation may answer 'no record' with respect to an inquiry herein relative to prior arrests or criminal court appearances. In addition, any applicant for employment may answer 'no record' with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of service which did not result in a compliant transferred to the superior court for criminal prosecution." Records sealed pursuant to law shall not operate to disqualify a person in any examination, appointment or application for public service on behalf of the Commonwealth or any political subdivision thereof.

The Superintendent shall revise contracts with special education schools and other providers to require a signed statement that the provider has met all legal requirements of the state where it is located relative to criminal background checks for employees and others having direct and unmonitored contact with children.

Voted and approved 7/24/2014

LEGAL REFS.: M.G.L.6:167-178; 15D:7-8; 71:38R, 276:100A
P.L. 92-544; Title 28 U.S.C. § 534
Title 28 C.F.R. 20.33 (b) 42 U.S.C. § 16962
603 CMR 51.00, 803 CMR 2.00, 803 CMR 3.05 (Chapter 149 of the Acts of 2004)