

AGREEMENT BETWEEN  
WATERTOWN SCHOOL COMMITTEE  
AND  
WATERTOWN EDUCATORS ASSOCIATION

UNIT D:  
Instructional Assistants & Lab Aides

SEPTEMBER 1, 2016 - AUGUST 31, 2019

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## **ARTICLE I: ASSOCIATION RECOGNITION**

### Section A: Association Recognition

For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive bargaining agent for all of the Instructional Assistants, Lab Aides, Library Aides, Physical Therapist Assistants (PTAs) and Occupational Therapist Assistants (OTAs) employed by the Committee.

### Section B: Definitions

1. Any reference to Instruction Assistant, Lab Aide, PTA or OTA will include male/female Instructional Assistants, Lab Aides, PTAs and OTAs.
2. All provisions of the CBA apply to PTAs and COTAs unless expressly provided otherwise.
- ~~3.~~ The term "person" as used in this Agreement means a person employed by the Committee.
- 3.

### Section C: Protection of Individual and Group Rights

1. There will be no reprisal of any kind taken against any Bargaining Unit Member, Lab Aide, PTA or OTA by reason of his/her membership in the Association or participation in its activities.
2. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any School Representative, any member of the Professional Rights and Responsibilities Committee ("PR&R Committee"), or any other participant, by reason of such participation in the grievance procedure.
3. Any party may be represented at all stages of the grievance procedures by a person of the Bargaining Unit Members, Lab Aide, PTA or OTA's choosing, except that he/she may not be represented by a representative or any officer of any teacher organization, other than the Association. When a Bargaining Unit Member, Lab Aide, PTA or OTA IS not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
4. If a representative of the Central Office summons a Bargaining Unit Member, Lab Aide, PTA or OTA to the office for the purpose of criticizing or of questioning that employee's performance or conduct, the employee shall receive prior written notice of the purpose of the meeting."

### Section D: Association Rights

## 1. Use of School Facilities

- a. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The Principal of the building in question will be asked in advance to confirm the time and place of all such meetings.
- b. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other material relating to the Association's business.
- c. A room in a school building for the use of the Watertown Educators Association will be provided by the School Committee. Insofar as possible, the room will be for the exclusive use of the Association.

## 2. Release Time for Association Business

- a. When it is necessary, pursuant to Article VI (Grievance Procedure) for a school representative, member of the PR&R Committee, or other representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/ her Principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any Bargaining Unit Member whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- b. With prior approval of the Superintendent, any officer of the Association shall be excused from duty for part of a school day when necessary to attend important Association business.

## 3. Exchange of Information/Joint Responsibilities

- a. The Committee will, upon request, make available to the Association any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the assistants and their students, together with any other available information which may be necessary for the Association to process a grievance under this Agreement where legally required.
- b. The Association shall make available information, which may be necessary for the Superintendent, and School Committee to act on a grievance under their agreement where legally required.
- c. Each building representative will be provided with copies of minutes of official Committee meetings and a copy of the official agenda of the meetings.
- d. A monthly schedule of staff and other meetings, as well as Association activities, will be jointly drawn by representatives of the Administration and the Association.

- e. The contract will be printed at the shared expense of the Committee and the Association (50/50), and a copy given to each member. An electronic copy in non-editable form will be created and distributed to members via a mutually agreeable method.
- f. Forms for filing grievances, serving notices, taking appeals, making reports, recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The parties agree to create a mutually acceptable grievance form.

#### 4. Consultation

In recognition of the interest in education of the Watertown Educators Association, the School Committee agrees from time-to time to consider any suggestion for educational improvements that may be made by the Association.

## **ARTICLE II: MANAGEMENT RIGHTS**

### Section A: Educational Policies

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

### Section B: Plant and Personnel Management

Nothing in the agreement shall be deemed to derogate or impair powers, rights, or duties conferred upon the Committee by the statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to the complete right and authority to control, to supervise, and to manage the public schools; to determine the subjects to be taught; to assign to, direct to, evaluate, and generally to manage the staff of the school system; except where expressly limited by the terms of this agreement.

### Section C: General Powers

The Watertown School Committee retains all powers, authority and prerogatives not expressly abridged or modified by this agreement including, but not limited to, the right to transfer or otherwise assign employees temporarily or permanently, promulgate reasonable rules and regulations, and otherwise generally manage and direct the work force. As to every matter expressly not covered by this agreement, and except as expressly or directly notified by clear language in a specific provision of this



agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

Section D: Superintendent's Authority

The parties recognize that the Superintendent, as the chief executive officer of the Committee, shall continue to act as administrator of Committee policies and powers. Nothing herein contained shall be interpreted to limit or restrict the distinction and authority inherent in the office of Superintendent (except insofar as said powers may be expressly restricted by the terms of this agreement).”

**ARTICLE III: SCOPE OF THE AGREEMENT**

Section A: Save and Separability

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, statute or ordinance, then such provision or application shall be deemed invalid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Section B: Enforcement

This agreement constitutes a part of 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 IV: SALARIES AND OTHER COMPENSATIONS**

Section 1: ~~Scope~~:

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

Section 2: ~~Method of Payment~~:

- a. Employees will be paid weekly in arrears for actual hours worked during the pay period. Effective September 1, 2014, employees will be paid in twenty-one equal bi-weekly installments. Employees may elect either to have their checks mailed to them during the summer months when schools are in recess or to receive a lump sum payment at the close of school in June.

Effective at the start of the 2017-2018 school year,

employees will be paid in bi-weekly installments, not to exceed twenty-two pay checks. Employees will be notified of the date of their first paycheck no later than June 15 of the preceding work year.

- b. The Committee will request the Treasurer's Office to make wage payments every other Thursday. Bargaining Unit Members must have their checks directly deposited into their bank account(s). Direct deposit advices will be emailed to all employees at the email address of their choosing.
- c. Bi-weekly wages will be determined by multiplying the total number of daily hours an employee is contracted to work by the applicable hourly rate by the number of days in the work year.
- d. All bargaining unit members shall submit their time sheets directly to the building principal for authorization. The building principal will send them to the Payroll Department with the other building based time sheets.

### Section 3: Longevity Benefit

A bargaining unit member, upon completion of the following years of service to the town of Watertown shall receive the following amount in one lump sum payable at the end of June.

- 10 years - a total of \$900
- 15 years - a total of \$1,150
- 20 years - a total of \$1,400

## **ARTICLE V: GRIEVANCE PROCEDURE**

### Section A: Definitions

1. A "grievance" shall mean a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement as to an employee. As used in this article, the term "employee" shall include a group of employees having the same grievance.
2. A "party of interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
3. An "aggrieved person" is the person or persons making the complaint.

### Section B: Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working

conditions of the members of the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any member of the Association 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 consistent with the terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### Section C: Procedure

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. All reasonable efforts will be made to expedite grievances filed late in the school year.

#### Level One

A member of the Association with a claim will file the claim in writing with his/her Principal or immediate supervisor, either directly or through the Association's Building Representative, within thirty (30) school days from the time when the Association member knew or should have known of the action, event, or situation which led to the filing of the claim. Said supervisor will meet with the grievant within ten (10) school days of the receipt of the grievance.

#### Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Professional Rights and Responsibilities Committee within five (5) school days. Within ten (10) school days after receiving the written grievance, the PR&R Committee will refer it to the Superintendent of Schools and/or the Assistant Superintendent.
- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Superintendent will meet with the aggrieved person in an effort to resolve the grievance. The Superintendent will render a decision in writing within ten (10) school days of the meeting.
- c. If a member of the Association does not file a grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the member of the Association knew or should have known of the act or the condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will commence at Level Three of this procedure.

### Level Three

- d. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, then he/she may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days. Within five (5) school days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee will refer it to the School Committee.
- e. Within ten (10) school days after receiving the written grievance, a Subcommittee of the School Committee (that is, the "Subcommittee") will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full School Committee in writing within (30) thirty school days of the receipt of the grievance.

### Level Four

- f. If the aggrieved person is not satisfied with the disposition of his/ her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Subcommittee, then he/she may within five (5) school days request in writing that the Chairperson of the Professional Rights and Responsibilities Committee submit his/her grievance to arbitration. If the Professional Rights and Responsibilities Committee determines that the grievance is meritorious, then the grievance will be submitted to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- g. Within ten (10) school days after such written notice of submission to arbitration, the Subcommittee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Board of Conciliation and Arbitration, or any other kind of arbitration procedures to resolve any grievance.
- h. The parties will be bound by the rules and procedures of the American Arbitration Association.
- i. The arbitrator so selected will confer with the representatives of the School Committee and the Professional Rights and Responsibilities Committee, will hold a prompt hearing(s), and will issue his/her decision not later than twenty (20) school days from the date the final statements have been submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this

agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

- j. No dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in Article VI, Sec. A, #1 of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.
- k. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the School Committee and the Association.

#### Section D: General

##### 1. Decisions at Levels One, Two, Three

Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, will set forth the decision, will state the reason, and will be transmitted promptly to all parties in interest and to the Chairman of the Professional Rights and Responsibilities Committee. Decisions rendered at Level Four will be in accordance with procedures set forth in Sec. C, Par. 4(d).

##### 2. Maintenance of Grievance Files

While both parties may maintain files of grievances and related materials, the Committee will not make any entry of the grievance in the personnel file of any employees involved in a grievance except as may be required to implement the disposition. Materials may be placed in the personnel file after both parties have reviewed statements and had an opportunity to affix their signature and statements expressing their agreement or disagreement.

If any material, excluding the material referred to in item 1 of this Section, is placed in the personnel file of a Bargaining Unit Member without acknowledgment by that Bargaining Unit Member or a statement signed by a witness indicating that said Bargaining Unit Member saw the document and refused to acknowledge it, that document shall be removed and, if possible, returned to its source.

If a Bargaining Unit Member refuses to affix his/her signature acknowledging that materials are to be placed in his/her personnel file, then a witness may sign that the Bargaining Unit Member was informed and refused to sign.

## **ARTICLE VI: SICK LEAVE**

#### Section A: Entitlements

1. Unit Members shall receive fifteen (15) days of sick leave each year. Year one of employment: 1.5 sick days per month.
2. The Superintendent or designee may require a conference in cases of suspected abuse of sick leave (e.g. established pattern of use, before/after weekends, and vacations). Such incidents will be treated as individual disciplinary cases by the Superintendent. Any employee requested to attend a conference shall be informed by the superintendent or designee of her/his right to bring a WEA representative to the meeting.

#### Section B: Accumulation

1. Sick Leave days may be accumulated from year to year to a maximum of 185 days. Those employees who have more than 185 days of sick leave may keep the excess days, however they may not accumulate more sick days until they have less than 185 days.
2. The Central Office will issue to each individual employee a written notification informing the individual of the amount of sick leave accumulated to date at the beginning of each school year.

#### Section C: Buy Back

Upon retirement or death of a Bargaining Unit Member, said Bargaining Unit Member or his/her estate will receive a lump sum payment in an amount equal to twenty-five percent (25%) of his/her unused accumulated sick leave at \$60.00 per day.

#### Section D: Sick Leave Bank

A Sick Leave Bank (“Bank”) for all full-time Bargaining Unit Members with at least two (2) years of continuous service will be established. The Bank will be established, managed and tracked according to the following provisions:

1. Upon the execution of this Agreement, the Committee will make a one-time contribution of sixty (60) days and each bargaining unit member will contribute one (1) day from his/her accumulated sick leave to establish the Bank.
2. In September of each year, if the sick leave bank contains less than one hundred eighty two (182) days, each bargaining unit member will contribute one (1) day from his/her accumulated sick leave.
3. A Sick Leave Bank Committee (“Bank Committee”) composed of four (4) representatives, 2 selected by the Association and 2 by the Committee, will vote on each request from an employee. Three (3) votes will be necessary to award days from the Bank. The Bank Committee will be the sole means of awarding days from the Bank. All votes of the Bank Committee are final and binding.

4. Employees who have met the employment requirement (above) and who have exhausted all sick, personal and vacation leave may petition the Bank committee for a maximum of thirty (30) days. Employees may petition for additional days after the thirty (30) day allotment has been used but may request no more than thirty (30) days at a time. Any unused awards will be returned to the Bank. The Bank Committee may not award more than sixty (60) days to any individual in any one school year, but there shall be no lifetime cap.
5. The Bank Committee may require medical documentation from the employee.
6. The Bank is a mandatory feature of this Agreement. All members of Unit D who have at least two (2) years of continuous service as described above are obligated to participate.

## **ARTICLE VII: TEMPORARY LEAVES OF ABSENCE**

### Section A: Preamble

The Watertown School Department and the WEA agree it is important to “protect academic time.” With this in mind, employees should use personal time only for personal business/needs which cannot be accomplished before or after normal school hours or on school vacations.

The School Department will not require the employee to specify the reasons for a personal day except for a personal day absence as outlined below. Employees will be required to provide a reason for a personal day which is to be taken the day immediately before or after a weekend or school vacation or holiday.

### Section B: Entitlement

Bargaining Unit Members will be entitled to the following temporary leaves of absence with pay each school year:

#### 1. Personal Leave

Two (2) days of paid excused absence for legal, business, household, or family matters which require absence during school hours subject to the approval of the building principal and Assistant Superintendent or his/her designee. Those days not used may be converted to sick days as needed or at year end. Personal leave benefits will be accessible to new employees subsequent to sixty (60) days of continuous employment. No personal leave will be allowed preceding or following a holiday or vacation period unless approved by the Superintendent.

#### 2. Bereavement Leave

- a. Up to five (5) days at any one time in the event of death of a spouse, child, son-in-law, daughter-in-law, parent, sibling, grandfather, grandmother, father-in-law or mother-in-law or any other member of the immediate household.

- b. Bargaining Unit Members will be given one (1) day for the funeral of any other relative, or may be granted one (1) day for the funeral of another person with the approval of the Superintendent.

3. Bedside Care

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the Instructional Assistant's spouse, child, son-in-law, daughter-in-law, parents, sibling, or other member of the immediate household. Up to five (5) additional bedside care days may be taken through the deduction of one's personal sick leave accumulation. The administration may require a doctor's certificate attesting to the seriousness of the illness.

4. Religious Observance

At the sole discretion of the Superintendent, employees may be given up to two (2) days of leave for religious observance when these days do not coincide with the school vacations. An employee may also use unused sick days for such purpose. Any employee seeking such leave must do so in writing to the Superintendent at least ten (10) working days in advance of the requested leave, or by the first day of school.

**ARTICLE VIII: HOLIDAYS**

*Holiday Language eliminated September 1, 2014 and converted into new pay scale.*

**ARTICLE IX: VACATION**

Effective, September 1, 2005, all Bargaining Unit Members shall be eligible five (5) days of paid vacation leave after completion of five (5) years of service to the Watertown Public Schools; seven (7) days of paid vacation leave after completion of seven (7) years of service to the Watertown Public Schools; ten (10) days of paid vacation leave after completion of ten (10) years of service to the Watertown Public Schools; and fifteen (15) days of paid vacation leave after completion of fifteen (15) years of service.

Vacation pay entitlements shall be calculated at the start of each school year. Vacation may be scheduled during scheduled school vacation periods or vacation pay may be received in the last pay period of the school year.

Effective September 1, 2014, delete vacation days and convert into new pay scale.



## **ARTICLE X: EXTENDED LEAVES OF ABSENCE**

### **Section A: Maternity Leave**

Employees shall be entitled to the following leave(s) of absence for purposes of maternity:

A leave of absence as described in M.G.L. CH. 149, 105D, for a period not exceeding eight (8) weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled. The employee shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return.

A leave of absence as described in the Family and Medical Leave Act of 1993, P. L. 103-3 ("FMLA") for a period not exceeding twelve (12) weeks for the purpose of giving birth to or adopting a child. It is understood that the entitlement to this leave expires within a year of birth or placement of the child. The employee shall give at least thirty days notice to his/her employer based upon the expected date of birth or placement as is practicable. It is understood that any leave time taken pursuant to M.G.L. Ch 149, 150D (above) shall be included in the twelve (12) week time period provided under FMLA.

Accumulated sick leave may be used at the option of the employee up to a maximum of eight (8) weeks to accommodate her own physical disability. The employee may use additional sick leave only when her own physical disability is documented by a physician's letter sent to the Superintendent of Schools.

Upon application for a leave of absence under this section, the employee shall state his/her intention to return to his/her position to ensure that the return to work will cause the least amount of disruption to the orderly and effective operations of the School Department. The employee shall be restored to his/her previous position if that position exists and no more than sixteen (16) weeks have passed since the date of delivery or adoption placement. If more than sixteen (16) weeks have passed, the employee shall be placed in a similar position, with the same status, pay and benefits provided that the employee does not enjoy greater job rights from having been on leave than employees who are currently working and not on leave.

### **Section B: Extended Child Care Leave**

Extended child care leave without pay may be granted for a period of affecting up to one work year, as governed by state and federal statutes, provided the employee has given sixty (60) days notice of the anticipated date of departure from his/her employment, and commencing from the time the employee is absent from his/her employment. Such leave will include the twelve-week time period provided under FMLA.

The employee shall be restored to his/her previous position if that position exists and is vacant, or a similar vacant position, with the same status, pay and benefits.

There will be no additional accrual of seniority, sick leave, vacation leave, personal or bereavement leave, during an unpaid leave of absence. Health insurance would continue at the request of the employee with the total cost borne by the employee.

### Section C: Family and Medical Leave

1. Leave of twelve (12) weeks in accordance with state and federal statutes, arising out of the birth of a child (within 12 months of the child's birth); adoption of a child (within 12 months of the child's adoption); care for a ill child when medically necessary; care of an ill member of the employee's family; or for serious illness of the employee will be granted without pay or increment to employees who have been employed for a minimum of 990 hours during the 10-month period immediately preceding the FMLA Leave. Planned leaves for known situations must include one month's notice of the anticipated date of departure from employment.
2. The employer will require the employee to use paid sick, personal and vacation leave, except for maternity leave. The employee may choose to use accrued paid leave for maternity leave, but will not be required to do so.
3. During the period of said leave, the employer shall continue to provide health insurance benefits at the same rate of contribution.
4. Paid leave benefits will continue to accrue while the employee continues to be on paid leave status; benefits will cease to accrue when the employee is on unpaid status. If a reduced work schedule is approved for FMLA Leave, benefits will accrue at a proportionately reduced rate.
5. Intermittent or reduced schedule leave will be granted when medically necessary for a total of the same 12-week allowance; subject to paragraph f below. In the intermittent leave, the employee may be transferred to an alternative position. Such transfer is not subject to the grievance procedure.
6. The employee will provide certification indicating the medical necessity for the leave from a health care provider on U.S. Department of Labor Form WH-380 prior to initiating such leave, or, in a emergency, as soon as practicable. Certification will be required for all leave purposes. For legitimate reasons articulated by the employer, the employer may refer the employee to its own health care provider, at the employer's expense, either prior to approval of the leave or during the course of the leave. If a dispute then exists between the employer's and the employee's health care provider, the employer may request a third and binding opinion from a health care provider agreeable to the parties.
7. Whether or not a leave qualifies as FMLA Leave will be determined by the statute. An employee returning from leave for his/her own serious illness will be required to provide medical verification that he/she is fit for duty.
8. Upon return from leave under this provision, the employee shall be reinstated to his/her position or an equivalent position without loss of seniority which he/she had at the time the leave

commenced. If the employee is to be restored to an equivalent position, the employee will be advised in advance of taking leave what positions would be “equivalent”. Restoration to an equivalent position shall not be grievable.

9. Any person hired to fill a temporary vacancy due to Family and Medical leave shall be so informed prior to acceptance of such employment. Such temporary employees shall be excluded from the terms of this agreement. However, if the temporary service is longer than twelve (12) weeks, the position will still be temporary but subject to the Collective Bargaining Agreement at the end of the twelfth week.
10. If an employee or his/her health care provider indicates that an employee will be out for reasons which meet the definitions of a “serious health condition” as determined by statute regardless of duration, for personal or family illness, the employer may designate the leave as FMLA. The employer will then notify the employee of his/her rights and responsibilities under the law or as set forth in this agreement. The method for defining the length of FMLA leave will be on a rolling 12-month period from the date leave is first used. For the purpose of calculating the 12-week leave period, school vacations for any portion thereof shall not be counted as FMLA leave time for 10-month employees unless an employee’s individual work schedule had called for it to be worked.

#### Section D: Unpaid Personal Leave

Upon written notice to the Superintendent at least sixty (60) days in advance of the start of the school year, a bargaining unit member shall be granted an unpaid personal leave for up to one school year. If a written request is made to the Superintendent less than sixty (60) in advance of the start of the school year, a bargaining unit member may be granted an unpaid personal leave. The leave shall neither exceed one school year nor impact more than one school year. An unpaid personal leave shall include, but not be limited to, a leave taken to hold another position in the Watertown Public Schools outside of the bargaining unit.

Upon return from the leave, the employee shall be reinstated to his/her position or an equivalent position without loss of seniority which she/he had at the time the leave commenced.

#### Section E: Extension of Leaves

All requests for extensions or renewal of leaves will be applied for in writing to the Superintendent at least sixty (60) days in advance.

#### Section F: Retention of Benefits

All benefits to which an employee was entitled at the time his/her twelve (12) week leave of absence, including unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned the same position which he/she held at the time said leave commenced, if still in existence and vacant; or, if not, a substantially equivalent position.

## Section G: Notice of Intent to Return

An employee on leave must inform the Superintendent, in writing, prior to March 1, if the employee intends to return to full-time work the following year. If no such notice is received, the district will contact the employee via certified mail and inform the employee that she/he must notify the district of his/her intent to return within two calendar weeks of receipt of the certified letter. If an employee fails to notify the Superintendent in writing or electronic mail by this time period, the employee will have resigned from his/her position.

## **ARTICLE XI: ASSOCIATION SECURITY**

### Section A: Dues Deduction

The Committee agrees to authorize the Auditor and Treasurer to deduct from the salaries of its employees dues for the Watertown Educators Association, or any one of such Association as said Bargaining Unit Members individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Bargaining Unit Members authorizations will be in the form set forth by the Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.

### Section B: Agency Fee

1. In accordance with the provisions of General Laws, Chapter 149, 178L as amended by c.463 of the Acts of 1970, and G.L. c. 180, 176, the Committee shall deduct an Agency Fee from each Bargaining Unit Member who is not a member of the Association, as a condition of said Bargaining Unit Member's continued employment in the Watertown Public Schools, and to transmit the monies to the Watertown Teachers Association Treasurer.
2. Deductions referred to above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association and the National Education Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.
3. This amount to be withheld by the Committee as an Agency Fee shall be proportionately commensurate with the costs of collective bargaining the Contract administration.
4. The amounts deducted will be submitted to the Association Treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.
5. The Association shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this Section, including but not limited to the failure of the Committee to notify the Bargaining Unit Member on or before the Bargaining Unit Member's initial

employment date after August 31, 1997 or such Bargaining Unit Member's obligation to join the Association or pay an agency service fee, shall excuse the Association from its indemnification obligation hereunder in any legal proceeding brought by or in behalf of such individual Bargaining Unit Member.

6. Newly hired Bargaining Unit Members shall be required to sign a form acknowledging receipt of such notice from the School Department. A copy of such form shall be supplied to the Association by the department.
7. If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own Attorney, the Association shall not be responsible for legal fees or other litigation expenses of the Committee but shall remain liable for damages.

## **ARTICLE XII: EMPLOYMENT POLICY**

### Section A: Scheduled Work Day

1. Employees assigned to a full-time position shall be eligible for all benefits provided by this agreement. Full time employees are those employees assigned to a full time position. A full time position is defined by the number of work hours in a regular school day as follows:

Preschool	6.0 hours
Elementary	6.0 hours
Middle School	6.25 hours
High School	6.333 hours

Employees assigned to a part time position of 20 hours or more per week shall be eligible for all benefits provided in this agreement on a pro rated basis. Employees who work less than 20 hours per week shall not be entitled to benefits provided by this agreement.

2. The work day shall begin for bargaining unit members 15 minutes before students are scheduled to start school and to end when the school day ends for student to whom they are assigned, or at the discretion of the principal, but no later than the end of the school day for students. The workday will include a one-half (1/2) hour unpaid duty-free lunch period. If the employee supervises a child or children during his/her lunch period, he/she shall be paid at the appropriate pro-rated hourly rate.

### Section B: Work Year

The "Work Year" will include days when pupils are in attendance (180 days), one orientation day at the beginning of the school year (the day will not occur earlier than three consecutive days immediately preceding the Friday before Labor Day providing that there will be no work on the Friday before Labor Day) and three (3) other days of Professional and or Curriculum development scheduled before the year or mid-year on which a Unit D members attendance is required. The total number of work days will be 184 days. Unit D members will also be required to participate in PD offered on early release days and

stay until the PD session ends, even if that differs from than their regular scheduled work day provided that the District gives Unit D members one month's advance notice and the PD session goes no later than 3:00 pm. Any time worked in excess of regularly scheduled hours shall be compensated at the employee's usual hourly rate. Requests for an early departure from these PD sessions will be considered if provided one week prior to the date of the PD session to the Director of Student Services or her designee in writing with the reason for such need. Approval for early release shall not be unreasonably withheld.

### Section C: Annual Schedule and Assignments

1. Bargaining Unit Members shall be assigned by the Building Principal with input from the Administrator of Special Education. It is understood the Building Principal governs the day-to-day and yearly assignment of duties.
2. Bargaining Unit Members shall be provided with written notice on or before June 30<sup>th</sup> of each year indicating their assignment for the forthcoming work year. Said notice shall indicate the school to which they will be assigned, the nature of the assignment and the hourly rate of pay. The administration will provide this information based on the existing and projected needs of the Special Education Department at that time. These assignments are subject to change based on the Special Education student population and the I.E.P.'s of those students.

### Section D: Hourly Rate

1. Bargaining Unit Members shall be paid at the appropriate pro-rated hourly rate.

### Section E: Meetings

When requested by the principal and the teacher, Bargaining Unit Members may attend evening parent conferences, report card meetings, open houses and the like. Attendance by Bargaining Unit Members at such conferences shall be voluntary and, if attended, compensated at the individual Bargaining Unit Members' hourly rate of pay.

### Section F: Just Cause

No Bargaining Unit Member shall be disciplined, reprimanded, suspended, or dismissed without just cause. Effective September 1, 2014, no bargaining unit employee who has been employed in Unit D for at least ninety (90) school days shall be disciplined, reprimanded, suspended, or dismissed without just cause.

## Section G: CORI

Pursuant to Massachusetts State Law (Chapter 385 of the Acts of 2002), Bargaining Unit Members will submit to a Criminal Offenders Records Investigation (CORI) once every three years as a term and condition of continued employment. The School Committee reserves the right to require a Bargaining Unit Member to submit to an additional CORI during the three-year period only under unusual and extreme circumstances.

The Director of Personnel or designee of the Superintendent shall notify the employee when the check will be conducted.

Under circumstances where the results of the CORI call into question an employee's eligibility for continued employment, the reviewing of CORI information for determining an individual's continued eligibility for employment will be as follows:

- a. The individual with union representation, if requested, will meet with the Director of Personnel or other designee of the Superintendent to discuss the information collected by the check.
- b. The individual will be given the opportunity to give any and all pertinent facts relative to the findings of the report.

Any action taken on the basis of CORI results will be subject to the grievance process under just cause provisions of the collective bargaining agreement.

CORI is not subject to the public records law and may not be disseminated to unauthorized persons for any purpose "other than to further the protection of children." CORI may always be shared with the individual to whom it pertains.

CORI files shall be kept in a locked file cabinet in the Central Office. Only School Committee members, the Superintendent, the Principal of the school to which the Bargaining Unit Member is currently assigned, the Personnel Director, and a designated confidential secretary shall have access to CORI information.

## **ARTICLE XIII: REDUCTION IN FORCE**

### Section A: Definitions

1. Seniority – A Bargaining Unit Member's length of consecutive service in years, months and days in the employment of the Watertown Public Schools as a Bargaining Unit Member or in a WEA bargaining unit.
2. Layoff – Involuntary separation from employment as the result of a reduction in size of the workforce.

3. Recall – The right to return to service during a period of twenty-four (24) months following a layoff.

#### Section B: Procedure

1. If layoff becomes necessary, it will be accomplished by an evaluation of Bargaining Unit Member's performance, program needs and seniority. Seniority will be the decisive factor if the Superintendent deems all other criteria to be equal. It is understood that Bargaining Unit Members' performance shall be deemed equal unless a Bargaining Unit Member(s) is on a performance improvement plan pursuant to Article XV (Evaluation), B.4.
2. Notice of layoff must be provided on or before June 15<sup>th</sup> of the work year next preceding the effective date of the layoff.

#### Section C: Recall

1. In the event bargaining unit positions are re-established or newly created, Bargaining Unit Members who have been placed on layoff status within the previous twenty-four (24) month period shall have the right to return to work within the appropriate level(s).
2. Bargaining Unit Members shall be recalled in order of seniority.

### **ARTICLE XIV: CLASS COVERAGE**

Bargaining Unit Members who agree to substitute for a classroom teacher will be paid an additional thirty (\$30.00) dollars per day for such duties above a minimum of two (2) hours.

### **ARTICLE XV: PROFESSIONAL DEVELOPMENT**

Stipends at the rate of \$30 per hour will be paid to Bargaining Unit Members who prepare workshops for release days.

Bargaining Unit Members who participate in pre-approved summer workshops will be compensated at the rate of \$20 per hour.

Any Unit D member who participates on the existing Watertown professional development committee shall be paid his/her hourly rate.

### **ARTICLE XVI: EVALUATION**



Performance evaluation is a feature of employment for all staff in the Watertown Public Schools. The evaluation process provides the opportunity for staff members to meet with supervisors on an annual basis to review work performance. The process is fundamentally positive: the growth and development of the Bargaining Unit Member is the primary focus. When areas for growth and development are identified in the evaluation, the Watertown Public Schools and the Bargaining Unit Member will work together in order to facilitate improved performance.

The evaluation of the work of employees covered by this agreement shall be conducted openly and with the full knowledge of the employee. The employee will be given a copy of all evaluations prepared by supervisors and will be given the opportunity to discuss such evaluations with his/her evaluator.

#### Section A: Observations and Reports

All observations of the work performance of Bargaining Unit Members shall be conducted openly and with the full knowledge of the Bargaining Unit Member.

1. A Bargaining Unit Member will be given a written copy of any evaluation report prepared by his/her evaluator and will be given the right to discuss such reports with his/her superiors as expressed in school administration policy.
2. All observations and evaluations of Bargaining Unit Members shall be conducted using the Performance Evaluation and Performance Observation forms attached hereto as Appendix B.

#### Section B: The Evaluation Process

1. Evaluators will conduct no more than two classroom observations of the Bargaining Unit Member during the course of the year. Bargaining Unit Members will be notified of the scheduled observation at least one week in advance. Following each observation, the evaluator will discuss the results of the session with the employee and make recommendations and/or observations in writing (see observation form). These will be discussed either at the end of the observation session or at a mutually agreed upon scheduled time thereafter.
2. Each Bargaining Unit Member will meet with his/her evaluator between April and June in order to complete an evaluation of the Bargaining Unit Members performance and to discuss recommendations for the upcoming year. All Bargaining Unit Members will be evaluated on the four (4) categories listed on the evaluation form. Employees will be on an annual cycle of performance evaluations.
3. A draft of the evaluation will be given to the Bargaining Unit Member at least three (3) work days before the conference. The final draft of the evaluation will be prepared at the meeting after the discussion and will be signed by the evaluator, the Bargaining Unit Member, and, ultimately, the Director of Personnel. Bargaining Unit Member is encouraged to comment on the evaluation. Bargaining Unit Member comments will be considered part of the evaluation materials.
4. If there are any disagreements between the evaluator and the Bargaining Unit Member regarding the content of the evaluation, the Administrator of Special Education will meet with the

evaluator, the Bargaining Unit Member and a member for the bargaining unit chosen by the employee in an effort to mediate a settlement. After a full discussion of the issues from those present at the meeting, the Assistant Superintendent of Schools will determine the appropriate resolution to the issue.

5. If a Bargaining Unit Member receives an unsatisfactory overall evaluation, the evaluator and the Bargaining Unit Member will develop a plan to improve the Bargaining Unit Member's performance in the area(s) of concern. The plan will identify specific objectives for the improvement of performance and resources. This plan will become part of the evaluation materials and will identify resources, which the School Department will dedicate to assist the Bargaining Unit Member in the remediation process. The evaluator will write the plan and both the evaluator and the employee will sign the plan.
6. The parties agree to form a Joint Labor Management Committee (JLMC) composed of four (4) WEA members appointed by the President and four (4) representatives of administration appointed by the Superintendent to discuss potential changes to Article XV. The JLMC shall meet during the first year of the agreement and shall present their recommendation for any alteration to that section of the agreement to the School Committee and WEA. The current evaluation instrument and procedure shall remain in effect until the parties reach mutual agreement to modify it.

~~6.~~

#### Section C: Personnel File

1. Bargaining Unit Members have the right to review the contents of their personnel file except for materials of a confidential nature received at the time of initial employment. Bargaining Unit Members will be entitled to have a representative of the Association accompany him/her during such review.

~~1.~~

#### Section D: Evaluators

1. The building Principal (or "Headmaster"), Housemaster(s), Assistant Principal, Early Childhood Coordinator (or successor position) or Director of Student Services will be the Primary Evaluator for Bargaining Unit Members. Classroom teachers may have input in the evaluations but will not have "sign off" responsibilities.

### **ARTICLE XVII: SNOW DELAYS**

In the event a snow delay is called by the Superintendent of his/her designee, employees covered by this agreement will be paid for their regularly schedule hours as if their had been no delay.

## **ARTICLE XVIII: INSURANCE COVERAGES**

Health insurance premium contributions shall be split on the basis of eighty percent (80%) paid by the Town of Watertown and twenty percent (20%) paid by the Bargaining Unit Member for family or individual coverage. The current insurance plans shall remain in effect except as amended herein.

Effective July 1, 2007, the current HMO plans available to bargaining unit members shall remain in effect except as revised to include the following co-payments:

Office Visit	\$15
Emergency Room	\$75
Prescription Drug	\$10 (generic); \$20 (Brand); and \$35 (non-preferred)
In-Patient Co-Pay	\$250
Out-Patient Co-Pay	\$100

Effective July 1, 2007, a Health Insurance Reimbursement Arrangement (HRA) as defined by section 105 and 106 of the IRC will be created by the Committee or Town consistent with and in accordance with applicable provisions of the Internal Revenue Code and state law. The purpose of the HRA will be to reimburse bargaining unit members for in-patient and out-patient co-payment expenses. A reimbursement procedure will be developed and the parties will engage in good faith negotiations to accomplish that. The Bargaining Unit Member must provide a receipt that the payment was made and for which reimbursement is sought. The purposes or detail of the medical service sought shall not be requested as part of the reimbursement process. The School Committee will make every effort to obtain reimbursement for unit members from the Town in a timely fashion.

Subscribers shall be eligible for reimbursement of co-payments for in-patient and out-patient services. Unit D bargaining unit members shall have an individual cap on co-payment reimbursement of \$350 for a member on an individual plan and \$700 for a member on a family plan. If a Unit D member incurs in-patient or out-patient co-payment expenses that exceed the individual reimbursement cap set forth in this section, the Unit D member shall be reimbursed through the HRA from an additional group sum that shall not exceed \$10,000 in fiscal year 2008. At the end of FY '08, the additional group sum will be reviewed and adjusted at a meeting between the WEA and the School Committee representatives to accommodate the demand based on the FY'08 experience. Absent mutual agreement, the additional group sum for reimbursement shall remain at \$10,000 and neither the Town of Watertown nor the School Committee shall have any liability for any reimbursements in excess of the individual cap and the group sum of \$10,000 in either FY '08 or FY '09.

The parties shall advise the Town that the above plan designs and co-payment changes have been agreed upon and request the Town engage in the process set forth in G.L. c. 32B, as well as any other processes provided for by law, to implement the plan design changes set forth herein so that implementation will occur on July 1, 2007. The WEA and the WEA's Insurance Advisory Committee representative shall endorse the plan design changes listed above.

## **ARTICLE XIX: DURATION**

This Agreement shall remain in force from the date of signing until the first meeting of the School Committee in September, 2019, which in no event will be later than the third Wednesday of September, 2019. However, it is also understood that a negotiated agreement will be achieved on or before August 31, 2019 for review and ratification by each party. Either party upon prior written notice to the other, not later than October 1, 2018, may request to renegotiate this agreement for the school year 2018-19. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor will be effective September 1, 2006.

The timetable for negotiations of a successor agreement shall be as follows:

1. Either party, upon written prior notice to the other, not later than October 1, 2018, may request renegotiations for the school year 2019-2020 with respect to the subject matter of any or all Articles of this agreement. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor contract will be effective September 1, 2019.
2. August 31, 2019, if by this date a tentative agreement has not been reached by the Negotiating Teams, either party may petition the Massachusetts State Board of Conciliation and Arbitration for the assistance of a Mediator.
3. October 15, 2019, if by this date, the parties have not reached agreement on a new contract and unless the Mediator furnished by the State Board of Conciliation and Arbitration should direct otherwise, the Parties will request the initiation of Fact Finding.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals.

WATERTOWN SCHOOL COMMITTEE BY:	WATERTOWN TEACHERS ASSOCIATION BY:

## APPENDIX A: WAGES

Effective September 1, 2016, increase the Wage Scale by 2.25%.

Effective September 1, 2017, increase the Wage Scale by 2%.

Effective September 1, 2018, increase the Wage Scale by 2%.

<b>2016-17 Salary Scale</b>					
<b>Step</b>	<b>Level</b>	<b>Hourly</b>	<b>Elementary (6 hours)</b>	<b>Middle School (6.25 hours)</b>	<b>High School (6.333 hours)</b>
1	1	\$20.60	\$22,867.48	\$23,820.29	\$24,136.62
2	2	\$22.05	\$24,480.50	\$25,500.52	\$25,839.17
3	3	\$23.28	\$25,845.31	\$26,922.20	\$27,279.72
4	4	\$23.88	\$26,502.91	\$27,607.20	\$27,973.83
Step 5	5	\$24.92	\$27,657.52	\$28,809.92	\$29,192.52
	6	\$25.55	\$28,362.57	\$29,544.35	\$29,936.69
	7	\$25.55	\$28,362.57	\$29,544.35	\$29,936.69
	8	\$25.81	\$28,649.72	\$29,843.46	\$30,239.78
	9	\$25.81	\$28,649.72	\$29,843.46	\$30,239.78
	10	\$25.81	\$28,649.72	\$29,843.46	\$30,239.78
	11	\$26.20	\$29,080.56	\$30,292.25	\$30,694.53
	12	\$26.20	\$29,080.56	\$30,292.25	\$30,694.53
	13	\$26.20	\$29,080.56	\$30,292.25	\$30,694.53
	14	\$26.20	\$29,080.56	\$30,292.25	\$30,694.53
	15	\$26.20	\$29,080.56	\$30,292.25	\$30,694.53
16	\$26.85	\$29,798.54	\$31,040.15	\$31,452.36	

<b>2017-18 Salary Scale</b>					
<b>Step</b>	<b>Level</b>	<b>Hourly</b>	<b>Elementary (6 hours)</b>	<b>Middle School (6.25 hours)</b>	<b>High School (6.333 hours)</b>
1	1	\$21.01	\$23,198.75	\$24,165.36	\$24,486.28
2	2	\$22.50	\$24,835.14	\$25,869.94	\$26,213.49
3	3	\$23.75	\$26,219.72	\$27,312.21	\$27,674.91
4	4	\$24.35	\$26,886.85	\$28,007.13	\$28,379.07
Step 5	5	\$25.42	\$28,058.19	\$29,227.28	\$29,615.41
	6	\$26.06	\$28,773.45	\$29,972.34	\$30,370.37
	7	\$26.06	\$28,773.45	\$29,972.34	\$30,370.37
	8	\$26.33	\$29,064.75	\$30,275.79	\$30,677.85
	9	\$26.33	\$29,064.75	\$30,275.79	\$30,677.85
	10	\$26.33	\$29,064.75	\$30,275.79	\$30,677.85
	11	\$26.72	\$29,501.83	\$30,731.07	\$31,139.18
	12	\$26.72	\$29,501.83	\$30,731.07	\$31,139.18
	13	\$26.72	\$29,501.83	\$30,731.07	\$31,139.18
	14	\$26.72	\$29,501.83	\$30,731.07	\$31,139.18
	15	\$26.72	\$29,501.83	\$30,731.07	\$31,139.18
16	\$27.38	\$30,230.22	\$31,489.81	\$31,907.99	

**2018-19 Salary Scale**

<b>Step</b>	<b>Level</b>	<b>Hourly</b>	<b>Elementary (6 hours)</b>	<b>Middle School (6.25 hours)</b>	<b>High School (6.333 hours)</b>
1	1	\$21.43	\$23,662.72	\$24,648.67	\$24,976.00
2	2	\$22.95	\$25,331.84	\$26,387.34	\$26,737.76
3	3	\$24.22	\$26,744.11	\$27,858.45	\$28,228.41
4	4	\$24.84	\$27,424.59	\$28,567.28	\$28,946.65
<b>Step 5</b>	5	\$25.92	\$28,619.35	\$29,811.82	\$30,207.72
	6	\$26.58	\$29,348.91	\$30,571.79	\$30,977.78
	7	\$26.58	\$29,348.91	\$30,571.79	\$30,977.78
	8	\$26.85	\$29,646.05	\$30,881.30	\$31,291.40
	9	\$26.85	\$29,646.05	\$30,881.30	\$31,291.40
	10	\$26.85	\$29,646.05	\$30,881.30	\$31,291.40
	11	\$27.26	\$30,091.87	\$31,345.70	\$31,761.97
	12	\$27.26	\$30,091.87	\$31,345.70	\$31,761.97
	13	\$27.26	\$30,091.87	\$31,345.70	\$31,761.97
	14	\$27.26	\$30,091.87	\$31,345.70	\$31,761.97
	15	\$27.26	\$30,091.87	\$31,345.70	\$31,761.97
	16	\$27.93	\$30,834.82	\$32,119.61	\$32,546.15

PTAs, OTAs:

<b>Salary Scale: PTA &amp; OTA</b>	
2016 – 2017	\$30.10
2017 – 2018	\$30.70
2018 – 2019	\$31.32

## **APPENDIX B: EXTRACURRICULAR COMPENSATION**

If any Unit D representative performs a stipended position, such as coaching a sport, he/she will be compensated in accordance with the current stipended pay amount, as set forth in the Unit A contract.

**APPENDIX C**

The parties agree that there shall be a new evaluation tool and revisions to the current evaluation contract language. A joint Association/Management committee will meet following the ratification of this 2016-2019 agreement to develop the new evaluation tool/language. This committee shall be comprised of three Association appointees and three Committee appointees. Once developed and agreed upon, the evaluation tool shall be implemented at the start of the next school year after agreement, unless otherwise agreed upon. The new evaluation tool and revisions shall be subject to ratification by the full Unit D Association membership and full School Committee. In the event that such ratification does not occur, the prior evaluation language and tool shall stand. Said prior evaluation language and tool follows.

**WATERTOWN PUBLIC SCHOOLS INSTRUCTIONAL ASSISTANT**  
**PERFORMANCE      OBSERVATION**

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

**Evaluator will place a check mark on the line next to the item being observed. If a standard is not checked, this means that it was not evident at the time of the observation.**

**Knowledge of assignment and responsibilities:**

- Understands subject matter being taught \_\_\_\_\_
- Utilizes appropriate strategies in facilitating learning \_\_\_\_\_
- Utilizes proper behavior management techniques \_\_\_\_\_
- Understands role as facilitator in the classroom \_\_\_\_\_

Comments:

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**Job Performance:**

- Assists students in transitioning between tasks \_\_\_\_\_
- Fulfills job responsibilities \_\_\_\_\_
- Is punctual and dependable \_\_\_\_\_



Provides direct instruction to individual students and students in small groups under teacher's direction \_\_\_\_\_

Comments:

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**Initiative:**

Works productively and efficiently \_\_\_\_\_

Uses appropriate problem-solving skills \_\_\_\_\_

Uses materials appropriate to students

learning style & level \_\_\_\_\_

Comments:

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**Interpersonal Skills:**

Relates well to co-workers \_\_\_\_\_

Relates well to students \_\_\_\_\_

Comments:

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Employee Comments:

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WATERTOWN PUBLIC SCHOOLS BARGAINING UNIT MEMBER  
PERFORMANCE OBSERVATION

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

Evaluator will place a check mark on the line next to the item being observed. If a standard is not checked, this means that it was not evident at the time of the observation.

**Knowledge of assignment and responsibilities:**

Understands subject matter being taught \_\_\_\_\_

Utilizes appropriate strategies in facilitating learning \_\_\_\_\_

Utilizes proper behavior management techniques \_\_\_\_\_

Understands role as facilitator in the classroom \_\_\_\_\_

Comments:

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**Job Performance:**

Assists students in transitioning between tasks \_\_\_\_\_

Fulfills job responsibilities \_\_\_\_\_

Is punctual and dependable \_\_\_\_\_

Provides direct instruction to individual students and  
students in small groups under teacher's direction \_\_\_\_\_

Comments:

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**Initiative:**

Works productively and efficiently \_\_\_\_\_

Uses appropriate problem-solving skills \_\_\_\_\_

Uses materials appropriate to students  
learning style & level \_\_\_\_\_

Comments:

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**Interpersonal Skills:**

Relates well to co-workers \_\_\_\_\_

Relates well to students \_\_\_\_\_

Comments:

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**Employee Comments:**

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Date and Duration of Observation conference: \_\_\_\_\_

Signature of Evaluate: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

**WATERTOWN PUBLIC SCHOOLS INSTRUCTIONAL ASSISTANT  
PERFORMANCE EVALUATION**

The parties agree that there shall be a new evaluation tool and revisions to the current evaluation contract language. A joint Association/Management committee will meet following the ratification of this 2016-2019 agreement to develop the new evaluation tool/language. This committee shall be comprised of three Association appointees and three Committee appointees. Once developed and agreed upon, the evaluation tool shall be implemented at the start of the next school year after agreement, unless otherwise agreed upon. The new evaluation tool and revisions shall be subject to ratification by the full Unit D Association membership and full School Committee. In the event that such ratification does not occur, the prior evaluation language and tool shall stand.

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

Please rate the following areas using this scale: 1= Meets Expectations, 2= Below Expectations\* 3= Not Applicable/Not Observed \*If a rating of "2" is given, the evaluator must provide specific examples and must provide specific recommendations for improvement.

**Knowledge of assignment and responsibilities:**

- Understands subject matter being taught \_\_\_\_\_
- Utilizes appropriate strategies in facilitating learning \_\_\_\_\_
- Utilizes proper behavior management techniques \_\_\_\_\_
- Understands role as facilitator in the classroom \_\_\_\_\_

Comments:

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**Job Performance:**

- Assists students in transitioning between tasks \_\_\_\_\_
- Fulfills job responsibilities \_\_\_\_\_
- Is punctual and dependable \_\_\_\_\_
- Provides direct instruction to individual students and students in small groups under teacher's direction \_\_\_\_\_

Comments:

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**Initiative:**

- Works productively and efficiently \_\_\_\_\_
- Uses appropriate problem-solving skills \_\_\_\_\_
- Uses materials appropriate to students  
learning style & level \_\_\_\_\_

Comments:

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**Interpersonal Skills:**

- Relates well to co-workers \_\_\_\_\_
- Relates well to students \_\_\_\_\_

Comments:

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Employee Comments:

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