AGREEMENT

between

THE WESTON SCHOOL COMMITTEE

and

THE WESTON EDUCATION ASSOCIATION

(UNIT A)

September 1, 2026 - August 31, 2029

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September 1, 2026 to August 31, 2029[1]
AGREEMENT
between
THE WESTON SCHOOL COMMITTEE, WESTON, MASSACHUSETTS
and
THE WESTON EDUCATION ASSOCIATION (UNIT A)
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ARTICLE I
RECOGNITION

The Weston Education Association, hereinafter referred to as the Association, is recognized by the Weston School Committee pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts as the exclusive bargaining agent with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, for Unit A individuals represented for the purposes of collective bargaining by the Weston Education Association, including: teachers, grade leaders, house directors and supervisors, department heads, directors, librarians, counselors, team chairs, school psychologists, speech therapists, METCO Director, reading and learning center teachers, generic specialists, academic liaisons, social workers, secondary department heads, technology specialists, occupational and physical therapists, BCBAs, curriculum coordinators, and school nurses; but not including: superintendent, assistant superintendent, principals, assistant principals, director of student services, assistant director of student services, athletic director, physicians, network managers and technicians, aides, para-professional assistants, secretaries, full or part-time learning assistants, early literacy assistants, classroom assistants, hourly music teachers, student teachers, or any other employees of the Weston Public Schools.

ARTICLE II
SCOPE

Section 1. The School Committee retains complete responsibility and authority to supervise and control the Weston Public School System and the employees thereof, including the employees subject to this Agreement, except as limited or modified by the express provisions of this Agreement and all applicable laws including the collective bargaining Sections of Chapter 150E of the General Laws of Massachusetts.

Section 2. This document constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts. Negotiations for changes or additions to this Agreement during the term of this Agreement will be by mutual consent only. Any agreed upon additions or changes to this Agreement will be reduced to writing, signed by the School Committee and the Association, and will become addenda to this Agreement.

Section 3. This Agreement will constitute School Committee and Association policy on the specific subject matters contained herein for the terms of said Agreement and the School Committee and the Association will carry out commitments contained herein and will take such legal actions as may be necessary to give full force and effect to the provisions of this Agreement.

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[1] Any Section Titles used throughout this contract are for increased accessibility and easier reference but are not considered to be a part of the contract itself.

Section 4. Unless specified to the contrary, members of the professional staff covered by this Agreement will hereinafter be referred to as "teachers."

Section 5. No teacher will be disciplined, damaged, or deprived of any rights or benefits without just cause.

Section 6. There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association.

Section 7. Copies of this Agreement will be printed at School Committee expense with a copy given to each teacher and 25 additional copies to the Association.

Section 8. If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten days after such holding for the purpose of re-negotiating the provision or provisions affected.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1. *DEFINITION.* A grievance is defined as (a) a dispute, claim or controversy concerning wages, hours or other conditions of employment of a teacher or group of teachers covered by this Agreement; or (b) an allegation by a teacher or group of teachers or the Association that one or more express terms or provisions of this Agreement have been violated, or (c) a dispute concerning the interpretation, meaning or application of any express term or provision of this Agreement.

Section 2. *TIME LIMITS.* Time limits indicated hereunder are maxima unless extended by mutual agreement in writing. Grievances as defined in Section I of this ARTICLE not initiated within thirty (30) calendar days of the event giving rise to the grievance or the day on which the grievant(s) could reasonably have been expected to have knowledge thereof, whichever is later, will not be arbitrable under the terms of this Agreement.

Section 3. *PRELIMINARY PROCEDURE.* Before beginning the grievance procedure with Level 1, the teacher will discuss the problem with the appropriate principal or other supervisory or administrative individual most directly involved, in a good faith attempt to resolve the problem.

Section 4. *GRIEVANCE LEVELS.*

Level 1 - If a problem is not satisfactorily resolved through the above Preliminary Procedure, the teacher or the Association may within ten school days thereafter present a written grievance to the same appropriate individual, which will be answered in writing within five school days thereafter.

Level 2 - If the grievance is not satisfactorily resolved at Level 1, the teacher or the Association may, within ten school days after receiving the written answer at Level 1, present or mail the written grievance to the Superintendent of Schools, who will investigate the problem and may at their discretion, within five school days after receipt of such written grievance, conduct an informal discussion involving the teacher, the Association, if requested by the teacher or if the Association has already participated in the grievance, and appropriate supervisory and administrative personnel. The Superintendent will answer such grievance in writing within five school days after receipt, or if an informal discussion is held, then within five school days thereafter.

Level 3 - If the grievance is not satisfactorily resolved at Level 2, the teacher or the Association may, within ten school days after receiving the written answer at Level 2, present or mail the written grievance to the Chair of the School Committee, who will investigate the problem and may, at their discretion within ten school days after receipt of such written grievance, conduct an informal discussion involving the teacher, the Association, if requested by the teacher or if the Association has already participated in the grievance, appropriate supervisory and administrative personnel, and the Superintendent of Schools. The Chair will answer such grievance in writing within ten school days after receipt, or if an informal discussion is held, then within ten school days thereafter.

Level 4 - Binding arbitration in accord with Section 6 of this ARTICLE.

Section 5. *GENERAL PROVISIONS.*

A. The Association will have the right to participate in the processing of any grievance at any Grievance Level, and to use in its presentation any representatives of its own choosing, up to the number of five through Level 3.

B. The Association may bring a grievance directly to the Superintendent of Schools, and thereafter to the Chair of the School Committee under the above procedure, when such grievance in the judgment of the Association directly affects a group or class of teachers represented by the Association as bargaining agent even though no individual teacher will process such grievance.

C. When it is necessary for a teacher to investigate a grievance or attend a grievance meeting or hearing on a school day, they will be released without loss of pay for a reasonable time for participation in the foregoing activity. When possible, such participation will be limited to periods when all the individuals involved do not have classroom assignments. Released time from classroom assignments will normally be limited to the grievant teacher, and up to two additional individuals designated by the Association; further released time will be subject to the approval of the Superintendent.

D. No grievance in process during the term of this contract will lapse because of the expiration or termination of this contract. For any grievance not settled by or beginning after the last day of school in June, the phrase "school days" will no longer apply, and the phrase, "calendar days excluding Saturdays, Sundays, and legal holidays" will apply.

E. Failure at any Grievance Level to communicate the decision within the specified time limits to the grievant teacher or the Association will permit the teacher or Association to proceed to the next level.

F. All documents, communications, and records dealing with the processing of a grievance will be subject to review only by the parties to the procedure.

Section 6. *ARBITRATION.*

A. A grievance alleging that one or more express terms or provisions of this Agreement have been violated, or a dispute concerning the interpretation, meaning or application of any express term or provision of this Agreement, which is not satisfactorily resolved in the Grievance Procedure, may be submitted within thirty school days after the expiration of time for a written answer in Level 3, to the American Arbitration Association (AAA). Only the Association, not a teacher or group of teachers, may bring a grievance to arbitration.

B. The then-current rules and procedures of the AAA applicable to binding voluntary labor arbitrations will apply to the extent consistent with this Agreement. The decision of the arbitrator will be final and binding on both parties.

C. The arbitrator will be without power, authority or jurisdiction to alter, add to or detract from the provisions of this Agreement, or to make any decision:

i. which changes or modifies any decision as to which the Superintendent of Schools or the School Committee has "sole discretion" under the express terms of this Agreement; the arbitrator's power, authority or jurisdiction will be full and complete if the arbitrator finds that the School Committee has not fully met its obligations as stated in any ARTICLE that gives the School Committee "sole discretion;"

ii. which constitutes a finding that a teacher has been damaged or deprived of any right or benefit not included in the express terms of this Agreement; the arbitrator's power, authority or jurisdiction will be full and complete if the arbitrator finds that the teacher has been damaged or deprived of a right or benefit included in the express terms of this Agreement;

iii. which constitutes a finding of a change in past practice, except where such change constitutes a violation of the express terms of this Agreement; the arbitrator's power, authority or jurisdiction will be full and complete if the arbitrator finds that the change in past practice results in a violation of the express terms of this Agreement;

iv. which involves the failure or refusal by the Superintendent of Schools to renew the contract of, or re-appoint a probationary teacher, one without Professional Teacher Status (PTS); however, the parties agree that in the event the Superintendent fails to re-appoint or renew the contract of a non-PTS teacher, such teacher will be given reasons, in writing, for the Superintendent's actions, and upon written request to the Superintendent by the teacher involved, the Superintendent or their designee will meet with the teacher to discuss the reasons for the failure to renew or re-appoint the teacher. Upon request of the teacher, a representative of the Association will be allowed to be present; and any written response to the Superintendent's action by the teacher, will be filed with or attached to the teacher's personnel record.

v. regarding the dismissal of a non-PTS employee. The parties recognize that a non-PTS teacher who has been teaching for more than ninety days in the Weston School System has a right to a hearing at their request before the principal or Superintendent under General Laws Chapter 71, Section 42, as amended, this section also applies to occupational and physical therapists with less than three years of service.

D. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

ARTICLE IV
SICK LEAVE

Section 1. *ALLOWANCE, ACCRUAL, AND USE OF SICK LEAVE*

A. All full-time teachers will be entitled to fifteen (15) days sick leave per year. Each teacher will be credited with fifteen (15) days at the time of their initial employment (see special provision below for experienced teachers in Section 3 of this article) and unused sick leave will accumulate from year to year without limitation. Teachers who are hired during the

school year will receive sick leave on a pro-rated basis. The sick leave is available for cases of actual sickness and/or disability of the teacher and/or medically related appointments of the teacher. Paid sick leave days are subject to satisfactory medical evidence after more than four (4) consecutive absences when requested by the Superintendent, including, if the Superintendent directs, an examination by a physician mutually agreed to by the teacher and the Superintendent, at no additional expense to the teacher. The doctor's decision will be final and binding.

B. All full-time school nurses will be entitled to seventeen (17) days sick leave per year.

C. Up to eight (8) days of sick leave per school year may be used for absences due to an illness of an immediate family member or a member of the teacher's household. These days will be taken out of the teacher's annual fifteen (15) personal sick days. (Immediate family member or members of the teacher's household, for the purpose of the ARTICLES entitled SICK LEAVE and LEAVES AND OTHER ABSENCES WITH PAY, are defined as child, step-child, spouse, domestic partner, parent, step-parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandparent, or other relative residing in the household of the employee.) The parties recognize that this list is illustrative, not exhaustive, and there are many relationships that can be no less important to employees. If a teacher believes that sick leave is appropriate in a particular circumstance, outside of immediate family members or members of the teacher's household, the teacher shall discuss the matter with their principal.

Section 2. *WORKER'S COMPENSATION / WORKPLACE INJURIES.* A teacher who is absent because of an injury arising out of their duties as a teacher in the Weston Public Schools will not have such absence deducted from their sick leave accumulation through the end of the teacher year in which the injury occurred or until the end of the absence, whichever occurs first; injuries will be defined to include those resulting from assault or mishaps such as mercury poisoning, ingestion of chemicals or gases, harmful exposure to bacteria from an experiment, or field trip mishaps. If a teacher receives a Worker's Compensation award because of total or partial incapacity arising from such injury including any added compensation for dependents, the School Committee will pay to said teacher their full salary less such weekly salary payment from Worker's Compensation. In the event that the Worker's Compensation claim of said teacher is settled by a lump sum payment, the benefits of such lump sum payment will be deemed to be payments made because of total or partial incapacity and additional dependence compensation as these terms are now defined in Massachusetts General Laws Chapter 152, Sections 34, 35, and 35A or any amendments thereto which will hereinafter become law but, in any event, the total of the lump sum payment and other payments from Sections 34, 35, and 35A shall not be applied to the School Committee in an amount greater than the amount applicable to the period of time that absences were not deducted from the teacher's sick leave accumulation. Any teacher claiming the benefits of this provision will comply with the provision of this ARTICLE relating to the providing of a doctor's certificate.

Section 3. *SICK LEAVE CREDIT FOR EXPERIENCED TEACHERS.* A teacher who joins the Weston Public School staff with previous teaching experience in the three (3) years immediately preceding employment in Weston which may include time spent on paid or unpaid leave(s) of absence, will be credited during their first three years of service in Weston with 15 days of sick leave for each year of such previous teaching experience, up to a maximum number of days which when combined with the days of sick leave credited to such teacher under the Weston plan (15 days per year) will not exceed 60 days, the number of such additional days added by reason of previous teaching experience to be reduced by the number of days of sick leave taken during the most recent of such years of previous service up to three years. At the beginning of the fourth year in Weston, only that unused sick leave heretofore credited to Weston teachers (15 days per year) will be carried over and permitted to

accumulate. A teacher eligible for this sick leave credit must provide the Superintendent or their designee with a statement from their previous Superintendent(s) verifying the teacher's attendance record during eligible teaching years. The provisions of this paragraph apply also to teachers whose previous teaching experience was in Weston.

Section 4. *ACCRUED SICK LEAVE NOTICE.* Each teacher will receive annual notice of their accrued sick leave no later than November 1 of each school year.

Section 5. *EXCEEDING SICK LEAVE.* A teacher will be notified when their absences exceed their accumulated sick leave.

Section 6. *COMPENSATION FOR UNUSED SICK DAYS.* At such time as a teacher retires from the service of Weston Public Schools as a professional status teacher, including teachers working a part-time FTE, the teacher shall receive payment for twenty-five percent (25%) of accumulated unused sick leave at the rate of their then current per diem rate. For purposes of calculating the payment of compensation for unused sick leave, regular compensation shall include base pay, longevity pay, and role differentials that are part of the basic job, but excluding differentials for activity supervision. The amount of said pay for unused sick leave shall be calculated by multiplying the eligible teacher's per diem rate by the number of days they're eligible to receive. Under no circumstance shall a teacher be paid for more than ten (10) days.

ARTICLE V
SICK LEAVE BANK

Section 1. *FUNDING AND ACCESS.* At the beginning of each teacher year, the School Committee will establish a fund of 175 days to be called the Sick Leave Bank. The Sick Leave Bank days may be used to provide additional sick leave to any member of Unit A who has exhausted their sick leave, both current and accumulated, as provided in the ARTICLE entitled SICK LEAVE and who is unable to perform their professional duties because of serious illness or injury provided that satisfactory medical evidence is presented. At the end of each teacher year, 10% of any days remaining in the Sick Leave Bank from the 175 contributed that year by the School Committee will be added to the 175 to be contributed by the School Committee for the new year. These additional days will accumulate from year to year and will not be used until the 175 days established by the School Committee have been exhausted.

Section 2. *NUMBER OF ELIGIBLE DAYS.* Any member of Unit A will be eligible to apply for a number of days which are computed under the following formula to a maximum of 360 days:

> Contractual sick days per year x number of years employed in Weston (e.g. a full-time teacher with fifteen (15) years would be eligible for 225 days.)

Section 3. *NOTIFICATION OF INTENT TO USE.* Any member of Unit A who seeks sick leave days under the Sick Leave Bank will by themself or by another person authorized to act on their behalf, inform the Superintendent in writing setting forth the nature of the illness or injury causing the disability, an estimate of how long the disability from such illness or injury will continue in the teacher year in which such leave is exhausted, and the amount of days they seeks to withdraw from the Sick Leave Bank. Said application will be accompanied by a written statement of a physician with personal knowledge which will corroborate the nature of the illness or injury and the estimate of degree and duration of the disability. If the Superintendent finds the medical evidence satisfactory, they will forward all such information to the Sick Leave Bank Committee. In case of dispute concerning satisfactory medical evidence, the decision will be referred promptly to a doctor mutually agreed

upon by the Superintendent and Sick Leave Bank Committee. The doctor's decision will be final and binding.

Section 4. *SICK LEAVE BANK COMMITTEE.* Awards from the Sick Leave Bank will be made by a Sick Leave Bank Committee which will consist of three teachers appointed by the Association. At the beginning of each teacher year, the Association will notify the Superintendent in writing of the names of the members of the Committee and, during the teacher year, will notify them promptly of any changes in membership.

Section 5. *AWARDING DAYS.* The Sick Leave Bank Committee, acting by a majority thereof, at its sole discretion, may award to any person eligible therefor such number of days as it deems appropriate, but not to exceed the number of days requested by the member and corroborated by the medical evidence, for the teacher year in which the applicant's sick leave is exhausted. The Sick Leave Bank Committee, in making its award, may consider, with respect to the applicant, prior utilization of all sick leave days, and length of service in the Weston School System. A member who is still unable to perform their professional duties after the award has been exhausted may apply for an additional award in the manner set forth in Section 2 of this ARTICLE.

Section 6. *LIMITATIONS.* No award of days from the Sick Leave Bank will extend beyond the teacher year except that the Sick Leave Bank continues to cover Unit A members whose regular work year extends beyond the teacher year. This ARTICLE does not apply to teachers while they are participating in the summer workshop under Section 3 of the ARTICLE entitled SUMMER PROFESSIONAL DEVELOPMENT. No person will receive awards from the Sick Leave Bank in more than two consecutive school years for the same illness or injury unless the Superintendent and Sick Leave Bank Committee so agree.

Section 7. *RECORDS.* All awards of the Sick Leave Bank Committee will be in writing. Immediately after each award, the Association will provide to the Superintendent a copy of the awarded amount. Subject to the conditions of this ARTICLE, all decisions of the Sick Leave Bank Committee are final and binding.

Section 8. *RIGHTS AND BENEFITS.* During and upon return from such leave, a Unit A member will be considered as if actively employed by the School Committee during the sick leave and all rights and benefits to which the person is entitled will be credited and available to them. Nothing herein will affect the requirements of service as set forth in M.G.L. Chapter 71, Section 41.

ARTICLE VI
SABBATICAL LEAVE

Section 1. *ELIGIBILITY.* Any teacher who has served in the Weston Public Schools for a period of at least six years may, on the recommendation of the Superintendent of Schools, be granted a sabbatical leave of absence by decision of the School Committee at its sole discretion for purposes of study or research. No single sabbatical leave will exceed one year.

Section 2. *DURATION.* Sabbatical leaves will be for a full year or some portion thereof. Half-year sabbaticals will normally coincide with one semester of the Weston school year, but sabbaticals for lesser or greater periods, or for a period not coincident with one semester of the Weston school year may be approved if necessary for the purpose of the sabbatical, and if no unusually adverse effects result on students or other staff.

Section 3. *SALARY AND BENEFITS.* A teacher on sabbatical leave for more than one-half of a school year will receive a salary equal to 75% of the full annual salary to which they would have been entitled

had they continued in their regular duties that year, except that the teacher shall be entitled to full salary if the teacher has served in the Weston Public Schools for at least twelve years. A teacher on sabbatical leave for one-half of a school year, or less, will receive their regular salary for that period of time. However, if necessary for the purpose of the sabbatical and subject to any terms and conditions mutually satisfactory to the teacher and the Superintendent, the School Committee will normally approve a period five to ten days longer than one-half a school year at full pay. Sabbatical salaries include role differentials that are part of the teacher's basic job but not differentials for activity supervision. A teacher on sabbatical leave will be considered employed in the school system and all rights and benefits to which they are entitled, including but not limited to salary step increase and accumulated unused sick leave, but excluding sick leave payments, will be credited and available to them. The School Committee will continue to be responsible for payment of life and health insurance premiums as if the teacher were actively employed, provided the teacher continues payment as if actively employed. Subject to the ARTICLE of this Agreement concerning ASSIGNMENT AND TRANSFER OF TEACHERS, the teacher will be assigned to the same position they held immediately prior to their sabbatical leave unless their application for transfer or promotion is approved.

Section 4. *RETURN TO SERVICE.* Before beginning the sabbatical leave, the teacher will enter into a written agreement with the School Committee that upon termination of such leave they will return to serve in the Weston Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, they will refund to Weston an amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. The employee may be released from such payment by decision of the School Committee at its sole discretion if their failure to serve the time as stipulated be due to their illness, disability, or death, or if they were discharged from their position by the School Committee, or for any other reason deemed appropriate by the School Committee.

Section 5. *TIMELINE.* Requests for sabbatical leave will be made on or before December 15th of the school year previous to the school year for which sabbatical leave is requested. Teachers who submit requests will be notified of the decision of the School Committee prior to February 15th of the school year in which the request is submitted.

Section 6. *CONSIDERATIONS.* In considering recommendations for sabbatical leaves, the School Committee will take into account the relative benefits to the Weston School System of the various plans for sabbatical leave and the number of teachers making applications.

ARTICLE VII
LEAVES AND OTHER ABSENCES WITH PAY

Section 1. *PERSONAL DAYS.* A teacher will be entitled to be absent, without loss of pay, for personal matters which require absence during school hours. All teachers shall start their first school year with five (5) paid personal days. Each year thereafter, a teacher will be provided with four (4) such personal days and shall have the right to carry over to the next school year one (1) unused personal day at the conclusion of the school year. At no time may a teacher have a balance of more than five (5) personal days. A maximum of five (5) paid personal days per school year may be taken under this section if available to the teacher. Paid personal leave may be taken in half-day increments. When possible, the teacher will notify the building principal or Superintendent at least three school days prior to the taking of such leave and the amount of time requested for such absence. These days are not subject to approval.

However, immediately before or after long weekends or school vacations and during the last two weeks of school, teachers must request the personal day and get approval from their building principal, in order to ensure that buildings are properly staffed. Personal days will not be arbitrarily denied, subject to available staffing. To the extent practicable, teachers will provide at least two (2) weeks notice of absence(s) during these timeframes.

If the Principal has a reasonable basis for suspected abuse of personal days, the Principal or designee has the right to request additional information.

Section 2. *OTHER PAID PERSONAL LEAVES.* In addition to the personal days in Section 1 above, a teacher will be entitled to be absent without loss of pay for so much of a school day or days as is reasonably necessary for the following reasons:

A. Court appearance in connection with jury duty or Weston employment. Documentation for jury duty shall be provided to a building administrator upon completion of service.

B. Observed religious holy days.

C. Death of an immediate family member (as defined above) for a maximum of seven days.

Section 3. *EDUCATIONAL AND PROFESSIONAL LEAVES.* Approval by the Superintendent or Assistant Superintendent of a teacher's request to attend educational and professional workshops, conferences and seminars and to visit other schools both within and outside of Weston will not be charged against the five days in Section 1.

Reasonable expenses including fees, meals, lodging and transportation incurred by teachers attending approved workshops, seminars, conferences or other professional improvement seminars may be reimbursed upon prior application and by decision of the Superintendent or assistant superintendent at their sole discretion. The Superintendent or Assistant superintendent will normally grant approval and reimbursement of expenses to each director for at least one worthy out-of-state national professional conference in any three-year period.

Section 4. *ADDITIONAL LEAVES.* Additional leaves and absences with pay may be granted to members of the professional staff by decision of the Superintendent or its designee at their discretion. A teacher whose request, pursuant to Section 3 or Section 4 of this article, is disapproved by the principal or other supervisor may appeal to the Superintendent, who will make the final decision at their sole discretion.

Section 5. *MILITARY LEAVE.* Teachers in the military reserves of the United States who are called to training or other active reserve duty are entitled to all of the benefit provisions of Massachusetts laws; up to a maximum of seventeen days, a teacher is entitled to take time off and to be paid full salary. A teacher on such leave will be considered employed in the school system and all Weston teacher rights and benefits will be credited and available to the teacher.

Section 6. *ASSOCIATION PRESIDENT RELEASE TIME.* In order to facilitate communication between teachers, central administration and School Committee and in order to help save the time and energy of all parties, the President of the Association will be released from approximately 20% of their normal workload during the regular school year. At the middle and high schools, this means release from teaching one regular full-time class or, by mutual agreement, the release from other duties, the use of aides, clerical help, or other arrangements. At the elementary level, this means release from one subject. The Association and the School Committee will mutually agree upon a time of day that will be set aside for union release and, if necessary, the School Committee will hire a 0.2 FTE position to cover that time.

Section 7. *RESIDENCIES.*

A. Upon recommendation of the Superintendent, the School Committee at its sole discretion may grant residencies to full-time members of the faculty.

B. Residencies will be for a full year or some portion thereof.

C. A teacher filling a residency will be released from up to 50% of the regular teaching assignments. The residency proposal, i.e., the activities carried out by the teacher during that released time, will take place during normal school hours, so that the teacher will retain their status as a full-time member of the faculty.

D. The District will compensate the teacher for 50% of the released time provided. The remainder of the time may be compensated by sources other than the regular school budget including grants and proceeds for work undertaken as part of the residency.

E. Requests for residencies will be made on or before December 15 of the school year previous to the school year for which the residency is requested. Teachers who submit requests will be notified of the decision of the School Committee prior to February 15 of the school year in which the request is submitted.

F. In considering recommendations for residencies, the School Committee will take into account the relative benefits to the Weston School System of the various plans for residencies, the number of teachers currently holding residencies, and the number of teachers making application.

ARTICLE VIII
LEAVES OF ABSENCE WITHOUT PAY

Section 1. *LONG-TERM LEAVES.* Leaves of absence for professional or personal reasons not provided for elsewhere in this ARTICLE may be granted to teachers with or without Professional Teacher Status (PTS) at the sole discretion of the School Committee upon recommendation by the Superintendent. Such leaves will normally be granted for not more than two consecutive school years. Requests for such leaves must be made to the Superintendent prior to March 15 of the school year proceeding the first school year in which the leave will be taken. Requests for a second year of leave of absence will be evaluated on an individual case by case basis. Requests for leaves of less than one year should be made to the Superintendent at least two months in advance of the date the leave will begin. If, because of an emergency, the request is not made on time, the School Committee will make a good faith attempt to prevent such late notice from militating against the requesting teacher.

Section 2. *GRADUATE COURSES.* Approved graduate courses taken while on such leave are not eligible for tuition payment, but such courses will qualify for advancement on the salary scale upon the teacher's return to Weston.

Section 3. *STEP ADVANCEMENT.* Teaching or equivalent service while on such leave may, at the sole discretion of the Superintendent, result in advancement on the salary scale.

Section 4. *RIGHT TO RETURN.* A PTS teacher who is awarded a leave of absence under this ARTICLE will, except in the event of a reduction of staff during their absence, be assured of a position as a teacher in Weston upon their return. In the event of a reduction in staff, teachers on such leave will be given equal consideration with teachers not absent because of such leaves.

Section 5. *MILITARY LEAVE.* Teachers who are granted leave by the School Committee or designee for the purpose of serving in the military forces of the United States are entitled to all of the benefit provisions of Massachusetts laws; within specified limits, these include the right to reinstatement

with credit for normal step increases on the salary schedule. A teacher reinstated from such leave will be considered to have been employed in the school system and all Weston teacher rights and benefits will be credited and available to the teacher.

Section 6. *PUBLIC OFFICE LEAVE.* At the sole discretion of the School Committee, a leave of absence without pay of up to two years may be granted to not more than two PTS teachers, upon application to the School Committee for the purpose of campaigning for themselves or serving in a public office. Upon return from this leave, a teacher will be credited with previously accumulated sick leave and seniority as of the teacher's first date of service. A teacher will not get credit for sick leave or placement on the salary schedule while on the leave of absence.

Section 7. *ASSOCIATION LEAVE.* A leave of absence of up to two years will be granted to a PTS teacher designated by the Association for the purpose of engaging in Association (local, state, or national) activities. Normally these leaves will be for a duration of at least one semester. Not more than one teacher will be on such leave at any one time. Upon return from this leave, a teacher will be credited with previously accumulated sick leave and seniority as of the teacher's first date of service. A teacher will not get credit for sick leave or placement on the salary schedule while on the leave of absence.

Section 8. *PROFESSIONAL SOCIETY LEAVE.* A leave of absence of up to two years will be granted to a PTS teacher for the purpose of engaging in activities of professional societies. Normally these leaves will be for a duration of at least one semester. Not more than one teacher will be on such leave at any one time. Upon return from this leave, a teacher will be credited with previously accumulated sick leave and seniority as of the teacher's first date of service. A teacher will not get credit for sick leave or placement on the salary schedule while on the leave of absence.

Section 9. *LEAVES FOR WORK ABROAD AND SERVICE WORK.* A leave of absence of up to two years may be granted to not more than two PTS teachers per year who join the Peace Corps, VISTA, or a similar organization or who serve as exchange or foreign teachers. Upon return from this leave, a teacher will be credited with previously accumulated sick leave and seniority as of the teacher's first date of service. A teacher will not get credit for sick leave or placement on the salary schedule while on the leave of absence.

Section 10. *LEAVE FOR FAMILY CARE.* A leave of absence of up to one year may be granted to not more than two PTS teachers per year for the purpose of caring for a sick member of the teacher's family. Upon return from this leave, a teacher will be credited with previously accumulated sick leave and seniority as of the teacher's first date of service. A teacher will not get credit for sick leave or placement on the salary schedule while on the leave of absence.

Section 11. *NOTIFICATION OF RETURN.* The Committee and the Association recognize the importance of early notice of a teacher's intent not to return to Weston upon completion of a leave of absence. Unless a teacher on leave notifies the Superintendent by January 1st in writing of their intent to return the following September, the teacher waives their right to return.

ARTICLE IX
PARENTAL LEAVE

Section 1. *ELIGIBILITY.*

A. The teacher must be employed for one (1) school year to be eligible for the full benefit, as set forth in Section 2.

B. Teachers who have been employed for at least three (3) calendar months but less than one (1) school year will have access to a prorated benefit, as outlined in Section 2 of this ARTICLE.

C. Birth of a child, surrogacy, and adoption shall all be considered qualifying events. Fostering of a child shall have different leave, as outlined in Section 2.C of this ARTICLE.

D. If both parents are employees of the Weston Public Schools, both members will be entitled to the full parental leave.

E. In order to access this paid benefit for a subsequent parental leave, the employee needs to have returned from prior leave and worked for a minimum of nine (9) months (measured from the date the employee returned to work) prior to the commencement of the next parental leave.

Section 2. *AMOUNT OF LEAVE.*

A. Teachers who have been employed for one (1) school year or more will be granted the following leave upon request:

   i. Up to 20 days of Parental Leave paid by the District, on consecutive work days, not from sick time.

   ii. Up to an additional forty (40) days may be taken on consecutive work days, to be deducted from the teacher's accumulated sick leave under the ARTICLE entitled SICK LEAVE.

B. Teachers who have been employed for at least three (3) calendar months but less than one (1) school year will be granted the following leave upon request:

   i. Up to 10 days of paid Parental Leave paid by the District, on consecutive work days, not from sick time.

   ii. Up to an additional thirty (30) days may be taken on consecutive work days, to be deducted from the teacher's accumulated sick leave under the ARTICLE entitled SICK LEAVE and/or any approved sick leave bank use under the ARTICLE entitled SICK LEAVE BANK.

C. Any teacher will be granted the following leave, upon request, for the fostering of a child:

   i. Up to 20 days on consecutive work days, to be deducted from the teacher's accumulated sick leave under the ARTICLE entitled SICK LEAVE.

D. The salary will be prorated for less than full-time employees.

Section 3. *BEGINNING PARENTAL LEAVE.*

A. If there is a dispute concerning whether a pregnant teacher is able to perform the essential functions of their job, they may request a leave of absence after providing medical documentation. In the event that there is a disagreement with the Superintendent concerning the teacher's ability to perform in a satisfactory manner, the decision will be referred promptly to a doctor mutually agreed upon.

B. The parental leave must begin within six months of the date of the qualifying event.

C. To the extent practicable, teachers shall provide at least 30 days notice of anticipated parental leave to the Human Resources Director or designee. They are entitled to return to the same position without loss of employment benefits for which they were eligible on the date their leave commenced if they terminate their parental leave within: i) twelve (12) weeks for employees who have been employed at least one (1) school year or ii) eight (8) weeks for employees employed between three (3) calendar months and one (1) school year.

Section 4. *EXTENDING PARENTAL LEAVE (UNPAID).*

A teacher is entitled to additional unpaid parental leave, not to exceed the academic school year immediately following a teacher's qualifying event.

The teacher shall notify the District's Human Resources Director or designee of their intent to return the following school year by February 15th of the school year in which their leave expires.

The teacher will be responsible for 102% of health insurance premium contributions during this unpaid parental leave of absence.

Section 5. *HEALTH ISSUES.* Health issues caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom will be treated as temporary disabilities eligible for accumulated unused sick leave benefits under the ARTICLE entitled SICK LEAVE.

Section 6. *BENEFITS WHILE ON PARENTAL LEAVE.*

A. While on unpaid parental leave exceeding the leave allotted in Section 2 of this ARTICLE, a teacher will be considered employed in the school system and all rights and benefits to which they are entitled will be credited and available to them, except salary step increases, sick leave credit, and sick leave payments not made pursuant to Section 5 above. Unpaid parental leave (beyond time paid by the district and approved sick leave) exceeding sixty (60) work days in a school year will not be eligible for a salary step increase.

B. Teachers on leave under Section 2 of this ARTICLE will be eligible for salary step increase, subject to the provisions above, and sick leave credit. A teacher on such leave will have the option to be or remain an active participant in the state teacher retirement system and/or other fringe benefit programs such as life and health insurance by contributing thereto the amount they would have been required to contribute if actively employed and the School Committee will contribute the amount that it would have been required to contribute if the teacher were actively employed.

Section 7. *TEACHER RIGHTS.* Nothing in this ARTICLE shall be construed as waiving any teacher parental leave rights or benefits under any Massachusetts or federal laws or regulations.

ARTICLE X
CHILDREN OF PROFESSIONAL STAFF

Children of teachers, who reside outside of Weston, employed in the Weston Public Schools shall be allowed to attend the Weston schools. Such enrollment is subject to the following:

A. Initial enrollment is subject to the teacher's submission of all registration information (such as immunization and other records) required of resident children who seek enrollment.

B. An annual enrollment fee of $150 per child.

C. The services to be provided to the student will be limited to currently existing services delivered within Weston Public Schools' education facilities.

D. The teacher is responsible for any user fees applicable to resident children. Weston Public Schools will not be responsible for providing transportation between the student's home district and Weston for any students who are enrolled in WPS under this ARTICLE.

E. In the event that the parent/guardian is no longer employed by the district, the child may be unenrolled, subject to Superintendent discretion.

F. Students of staff who are not residents are also subject to suspension and/or expulsion in accordance with the district's conduct and discipline policies.

ARTICLE XI
TUITION REIMBURSEMENT AND VOUCHERS

Section 1. *ELIGIBILITY AND AMOUNTS.* Any part-time or full-time teacher is entitled to reimbursement of tuition and laboratory fees paid for approved college or university graduate courses, and for activities approved for equivalency credits under EQUIVALENCY CREDIT FOR INSTITUTES, WORKSHOPS, TRAVEL AND NON-CREDIT COURSES, excluding travel, successfully completed while on Professional Teacher status in Weston. Teachers without Professional Teacher status will be eligible for the benefits of this Section provided that they are reappointed and report for work during the following school year, or they are not reappointed or resign in lieu of non-reappointment.

The School Committee shall set aside a total of $75,000 for tuition reimbursement for pre-approved courses. The School Committee will set aside an additional $15,000 per contract year for professional development applicable to teachers, with the content of such professional development at the discretion of the Superintendent.

Reimbursement in each period shall be on a first-come first-served basis and shall not exceed $1,500 per individual. Teachers will be eligible to receive up to an additional $1,500 for courses leading to an approved dual certification. Any amount of the $75,000 that is not used shall be applied on a pro rata (equal percentage) basis to the remaining approved but un-reimbursed requests for tuition reimbursement irrespective of the original $1,500 cap, so that each individual receives an equal percentage of their approved, un-reimbursed tuition expense.

Section 2. *APPLICATION.* Written application for tuition and laboratory fee reimbursement under/or for the use of credits for salary advancement must be made to the Superintendent prior to registration for the course(s). The Superintendent or their designee will rule on such application within 14 days of its written submission by the teacher. The Superintendent or their designee will have sole discretion as to approval under this provision. The Superintendent will publish guidelines annually for such approval.

Section 3. *REIMBURSEMENT TIMELINE.* Reimbursement is made each year, in March, July and October. Evidence of successful course completion and tuition payment must be submitted three weeks prior to the pay dates in those months. Payments may be made on the pay dates one month after these months if the teacher is unable to obtain the necessary documentation from the issuing institution by the normally required dates. If the required evidence is not submitted during this grace period, it will be accepted and processed for payment for the next scheduled reimbursement date (March, July and October), but not after that date. Teachers without Professional Teacher status who otherwise qualify for reimbursement pursuant to Section 1 of this ARTICLE will be paid monies due in September of the following school year.

Section 4. *CREDITS WHILE ON LEAVE.* Sections 1 through 3 above will not apply to credits earned by a teacher on sabbatical leave, maternity leave or other leave of absence.

Section 5. *REIMBURSEMENT CONTINGENCY.* Amounts otherwise payable under this plan in July, in any year, will be contingent upon a teacher returning to teach in Weston for the following school year, unless the teacher has approval for a leave of absence for the following school year.

Section 6. *NURSES.* When a school nurse attends a conference, workshop, meeting, or course, the nurse shall receive full reimbursement for either the conference fee or tuition provided: (a)

Continuing Education Units (CEU's) have been approved for such conference, workshop, meeting, or course; (b) attendance is approved in advance by the Superintendent or their designee; (c) the CEU's are required to maintain the nurse's registration; and (d) the nurse provides evidence of satisfactory completion and attendance. The Superintendent or designee, at its sole discretion, may provide full or partial reimbursement for any incidental expenses, including books or travel or tuition or conference fee for conferences, workshops, meetings or courses approved in advance.

ARTICLE XII
INSURANCE AND ANNUITY PLANS

Section 1. Eligible teachers may at their request participate in a Tax-Sheltered Annuity Plan.

Section 2. The School Committee will pay:

A. 50% of a two-thousand-dollar group term life insurance policy;

B. 50% of the indemnity individual or family health care insurance coverage, whichever applies in the particular case;

C. 80% on the non-indemnity individual or family health care insurance coverage, whichever applies in the particular case;

The above pertains to all plans presently in effect and such plans as may be mutually agreed upon.

Section 3. For purposes of this ARTICLE, the effective termination date for teachers who resign at the end of a school year, or who are not re-appointed, will be August 31. Such teachers will be eligible for continued medical insurance during July and August on the same basis as during the school year, provided that such teachers will not receive any additional compensation beyond that to which they are entitled as of June 30 in such year.

Section 4. The parties agree that a Flexible Benefit Plan is a benefit that will allow members of the unit to pay for services including but not limited to medical premium contributions in pre-tax dollars.

Section 5. The School Committee will reimburse a nurse up to fifty dollars ($50) per year towards the premium for Nurses' Professional Liability Insurance.

ARTICLE XIII
TEACHER PROTECTION AND INDEMNIFICATION

Section 1. The School Committee will provide indemnification for certain actions or claims against teachers whenever any teacher becomes eligible under Chapter 512 of the Acts and Resolves of 1978.

Section 2. The School Committee will provide all teachers assigned laboratory or shop classes with appropriate protective clothing and equipment.

Section 3. All teachers will be covered by the provisions of the Massachusetts Worker's Compensation Law.

Section 4. When requested by the teacher, principals or other supervisors will be required to report to the Superintendent any case of assault or battery on a teacher in connection with their employment. The School Committee, or designee, will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement, legal, or medical authorities. Such assistance will include, but not be limited to, complying with any request by the teacher for information in the District's possession relating to the incident or the persons involved.

ARTICLE XIV
ACADEMIC FREEDOM

Section 1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Section 2. The parties understand that public schools in Massachusetts are regulated by federal, state, and local laws, policies, practices, procedures, and implementation guidance that may impact instructional practice. Within this statutory and regulatory framework, no special limitations will be placed upon study, investigation, presenting, and interpreting facts and ideas concerning humans, human society, the physical and biological world and other branches of learning subject to a teacher's responsibility for carrying out teaching assignments reasonably within their competence. Although the School Committee and administration are ultimately responsible for the ongoing development of content and methods of the curriculum, teacher input and judgment will be solicited and considered in the development of the curriculum. Teachers will be given reasonable scope in the implementation of the curriculum.

Section 3. A major goal of public education is the development of informed citizens willing to examine impartially the many sides of social responsibility of each individual toward society. Teachers should feel free to make assignments and generate classroom and extra-class discussions relating to controversial issues. Such topics should be considered in an atmosphere free of bias and prejudice. Teachers should make a reasonable attempt to be well informed on various sides of such issues presented to students. When an outside expert representing one point of view visits a classroom, the teacher should make a reasonable effort to explore differing views with the students.

Section 4. Freedom of individual conscience, association and expression will be encouraged and fairness in all procedures will be observed both to safeguard the legitimate interest of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV
USE OF SCHOOL FACILITIES

Section 1. The Association will have the right to use school buildings, without cost, at reasonable times for meetings, subject to safety requirements and availability. The approval by the principal of the building in question will be obtained sufficiently in advance of the time and place of all such meetings.

Section 2. There will be one bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying Association notices, circulars and other Association material. The Association will be responsible for materials posted.

ARTICLE XVI
TELEPHONES FOR TEACHERS

Each school will provide a telephone in every classroom. Every Department or Grade-Level team will have a designated location for teacher use in which the telephones will be located to ensure privacy where possible. Each Director and Department Head will be provided a private office or working area for the sole use of the Director or Department Head, with a telephone closely available.

ARTICLE XVII
VACANCIES

Section 1. *PUBLICATION OF VACANCIES.* Whenever a vacancy occurs in either an established or newly created teaching, promotional, or any other professional position, it will be adequately publicized by the following methods:

A. During the school year and summer, by electronic communication to each teacher at least ten school days before the final date that applications for such vacancy must be submitted.

B. Effort will be made to allow teachers ten (10) days before the final date that applications for such vacancies must be submitted, but for vacancies that become known to the administration after the close of school in June, the Superintendent may, at their sole discretion, decide to fill a position before the expiration of the ten days or with no notice at all in order to hire a highly qualified candidate who might otherwise become unavailable.

Section 2. *SCOPE OF NOTIFICATION OF VACANCIES.* All such notices will set forth the location, specifications, qualifications and compensation for the position, and, except for vacancies that become known after the closing of school in June, the date by which application by Weston teachers should be filed with the Superintendent.

Section 3. *RIGHTS OF TERMINATED TEACHERS.* Any PTS teacher who has been terminated because of a reduction in the professional staff (whether or not such termination results in an overall net reduction in the professional staff) and who desires to be considered for re-employment by the Weston Public Schools will notify the Superintendent in writing and provide to them a mailing address, for a period of two years after the effective date of such termination, the Superintendent will notify such teacher by mail of all vacancies as set forth in this ARTICLE.

Section 4. *DECISION MAKING.* Subject to the provisions of this ARTICLE, appointments will be made by decision of the Superintendent at their sole discretion upon the recommendation of the principal. Appointments will be based upon consideration by the Superintendent of all factors in their judgment relevant to the applicant's qualifications. Whenever the relevant factors are in the Superintendent's judgment approximately equal, first preference in filling vacancies not otherwise filled under the ARTICLE entitled REDUCTIONS IN FORCE, will be given to teachers already employed in the Weston Public Schools. All applicants will be notified of the disposition of their applications. Upon request, the administration will discuss the application, on a confidential basis, with a teacher.

Section 5. *ACTING APPOINTMENTS.* Nothing in this Agreement will prevent the Superintendent or the administration from making acting appointments until positions can be filled with permanent appointments. Time spent in such acting appointments will not be regarded as evidence of superior qualifications for the permanent openings. No person will serve more than two weeks in a temporary position without receiving the salary commensurate with that position.

ARTICLE XVIII
ASSIGNMENT AND TRANSFER OF TEACHERS

Section 1. *TRANSFERS.* The Superintendent will assign and/or transfer personnel on the basis of the following considerations:

A. *TEACHER-INITIATED CHANGE*: Any staff member may request of their principal or of the Superintendent a transfer to another grade, school or department.

B. *ADMINISTRATOR-INITIATED CHANGE*: Teachers are to be consulted by those in authority proposing any change to the end of reaching amicable and mutual understanding. Change will mean

any change between grade levels or any change in role or any change between buildings and/or teams. No final decision is to be reached without prior consultation with the teachers involved, and such decision will be based upon reasonableness and the opportunity for full discussion by all concerned parties of all relevant factors. Such consultation should be early enough in the school year for teachers to have reasonable time to make plans for change in employment if they so desire.

C. Where a teacher is supervised by a director or department head, the director and/or department head will be consulted before any transfer or change in assignment is made.

Section 2. *ASSIGNMENT LETTERS.* No later than twelve (12) school days prior to the end of each student year, teachers will receive their assignments of buildings and grades for the following year. By July 30, they will receive their schedules which include courses and periods. It is understood that such assignments and schedules remain tentative and are subject to change by the Administration as circumstances dictate. Furthermore, the District will provide all secondary part-time teachers with their schedules by June 1st of each school year. Part-time teachers will provide a response by June 15th concerning whether they accept the assignment.

Section 3. *SUPERINTENDENT'S DISCRETION.* Nothing in this ARTICLE shall be construed to limit the Superintendent's sole discretion to decide upon changed assignments and transfers, provided the provisions of Section 1 above are met.

ARTICLE XIX
TEACHER YEAR, HOURS, AND WORKLOAD

Section 1. *WORK YEAR.*

A. *STANDARD WORK YEAR.* The teacher work year will begin no earlier than the last Monday in August and will end no later than June 30. The number of days in the teacher year will be no more than 184 days which will include a maximum of 180 contact days with students (teaching days) and a maximum of four days for teacher orientations, planning, conferences, workshops, or staff meetings; an additional day may be scheduled for educational purposes provided the Association agrees; some of these four days may occur after the 180 student contact days. Although a maximum of 185 teaching days may be scheduled to allow for inclement weather or other emergencies, schools will close at the end of 180 teaching days.

B. *NEW TEACHER ORIENTATION.* In addition to the four days of Section 1 above, teachers new to Weston and teachers requested to assist in the orientation of such new teachers may be required to attend an orientation on the calendar day immediately prior to the first day that all other teachers are required to return. Teachers who are not new to Weston but who are required to attend and assist during this extra day will not be paid extra so long as this is reasonably related to the reason why they are receiving a differential; a teacher who is receiving no related differential will be paid an additional 1/184 of their basic salary.

Section 2. *WORKDAY LENGTH.*

A. *STUDENT DAY.* Except as specified to the contrary in this ARTICLE, existing practices will be maintained concerning total teacher hours of employment, length of school day, work week, vacations, holidays, Saturdays and Sundays, provided, if educational circumstances dictate a proposed change in the length of the school day, the Agreement, by written notice may be reopened for the negotiation of that issue. The District may increase the length of the secondary student day, provided it does not exceed 7 hours and 5 minutes.No teacher will be assigned an unreasonable workload.

B. *Teacher Day.* A teacher's work day on school premises will generally consist of a seven-and-a-half hour (7.5) day. Teachers will be present in the building at least 15 minutes prior to the student start time and at least 15 minutes after dismissal. As long as teachers fulfill their contractual hours and professional obligations, they may plan their school arrival and departure times. Additional time required for activities such as conferences with parents and back-to-school nights will be reasonable in the light of past practices in Weston and the particular circumstances. Activities such as teacher meetings and workshops should generally be scheduled so that they are consistent with a day of seven-and-a-half (7.5) continuous hours. When a teacher's presence is not required by a specific obligation, the teacher has freedom as to the use of their time.

Once a teacher has completed their workday, the teacher may leave the building unless the teacher's attendance is required at a meeting or activity set forth in this Agreement, an individualized education plan (IEP) meeting, or other meeting required by state and federal law and regulations.

C. *Meetings Schedule.* At the start of the school year, each Principal will confer with their cabinet (including teacher leaders) to create a schedule of meetings including first Wednesdays, faculty meetings, and department or team meetings, cross grade, curriculum or department meetings and professional development. This schedule will be shared with faculty at the first faculty meeting of the year. The Principal shall have the flexibility to change dates when necessary after providing reasonable advance notice to the extent practicable. However, any meetings moved must be rescheduled to the same day of the week, if feasible.

Teachers shall not be penalized or negatively evaluated for late arrival within the first 5 minutes of the scheduled start time when meetings occur in a building that is not one's primary building.

Section 3. *Elementary Teachers.*

A. Prep Time. Elementary teachers, including General Education Teachers, Special Education Teachers, Specialists, and Related Service Providers, for grades 1 - 5 will have at least four-and-a-half (4.5) hours per week of scheduled preparation time during the student day during a regular full five-day week. The four-and-a-half (4.5) hours will be pro-rated for part-time teachers, proportional to their FTE. Prior to the start of the school year, the administration will make a reasonable effort, without having to hire additional FTE's for this purpose, to schedule a minimum of 30 minutes of daily preparation time for all elementary teachers during the student day, including Pre-K teachers, all general education teachers and Specialists. For Special Educators and Related Service Providers, the four-and-a-half (4.5) hours of scheduled preparation time will be scheduled over the course of the week. Administration will make a best effort to equally disperse this time throughout the week for Special Educators to the extent practicable.

It is understood that kindergarten teachers will have fewer specials than elementary teachers during the regular work week. The parties agree, however, that kindergarten teachers' preparation time shall in sum be no less than the preparation time provided to elementary teachers. Therefore, on non-elementary early dismissal Wednesdays the time within the workday post-dismissal of kindergarten students shall be used by kindergarten teachers as preparation time.

Every effort will be made to prevent any loss in specialist instruction time and/or classroom teacher preparation time that may result from early-dismissal Wednesdays. In the event that a

minimal loss in specialist instruction time and/or classroom teacher preparation time is unavoidable, every effort will be made to equalize the loss of specialist instruction time and/or classroom teacher preparation time.

B. *Meetings.* The following paragraphs shall apply to elementary teachers. For elementary teachers, the 2:40PM to 3:40PM time frame may be used as follows:

i. Building principals shall reserve Tuesday afternoons on a biweekly basis, for administrative scheduled meetings.

ii. Building principals shall reserve Thursday afternoons for teacher-led common planning meetings. Administrators may suggest topics for consideration, but the participating educators shall determine the agenda for the teacher-led common planning meeting.

iii. Teachers understand that the unpredictable nature of education necessitates that the principal or other administrators may need to schedule an unanticipated meeting on an infrequent basis.

iv. The District will endeavor in good faith to schedule IEP meetings and other meetings required by state and Federal law and regulations during the student day. If a student's caregiver(s) is (are) unavailable during the student day, the District will make a best effort to schedule meetings after school on Mondays or Wednesdays. Except for extenuating circumstances, there shall be no IEP meetings scheduled on Fridays beyond the duration of the student day. Attendance at these meetings will be limited to those teachers whose participation is required or reasonably necessary.

C. *Early Dismissal Wednesdays.*

The number of elementary early dismissal Wednesdays will be nine (9), of which four (4) of these early release Wednesdays will be used for parent-teacher conferences. On these days, students are dismissed at 11:30 AM.

For the five (5) elementary early release Wednesdays not used for parent-teacher conferences, the work day after student dismissal will be used as follows:

i. District-Wide (2)
ii. Individual Faculty Preparation Time (2), which will occur prior to report cards
iii. Principal's Discretion (1)

On the two (2) early release Wednesdays scheduled for individual faculty preparation time, the entire time after student dismissal will be for individual faculty preparation time. Apart from individual teachers choosing to work in small groups and/or an emergency school crisis that must be addressed, no meetings will take place during Individual Faculty Preparation Time.

D. *Student and Teacher Arrival.* Students in kindergarten through fifth grade arrive in their classroom at 8:00 AM. Elementary teachers shall be in their classroom prior to 8:00 AM.

E. *Kindergarten.*

i. Except for elementary early release Wednesdays, kindergarten students shall be dismissed at 2:20 P.M. four (4) days per week and at 12:15 P.M. every Wednesday. Release time will be granted to kindergarten teachers in May to allow for kindergarten screenings.

ii. Consistent with past practice, kindergarten will not be in session on the following days:

a. The first day of school for students;
b. One day in the fall for parent conferences;
c. Two days in the spring for parent conferences; and,
d. One additional day in the spring for incoming kindergarten students.

iii. Any of the teachers who teach in the Kindergarten program will be considered full-time employees. Except as specified to the contrary herein, all kindergarten positions shall be classified as full-time positions (1.0FTE) and shall be entitled to all the salary, benefits, rights and conditions of full-time teachers under the terms of the Collective Bargaining Agreement.

Section 4. *SECONDARY TEACHERS.*

A. *MEETINGS.* For students, the middle school and high school day starts at 8:45 AM and ends at 3:15 PM. For secondary teachers, the 7:35 AM. to 8:30 AM time frame is used as follows:

i. One day per week, not to exceed twice per month, is for faculty meetings or department meetings.

ii. One day per week is for extra-help time with students.

iii. One day per week is for Student Support Meetings or Instructional Support Team meetings. Teachers not involved in these meetings may use the time for individual preparation, informal collaboration and other professional obligations.

iv. One day per week is used for various leadership team meetings. Only teachers receiving a relevant stipended role differential shall be required to attend these meetings.

v. One day per week may be used for content team meetings, common planning by subject area or job-alike group. In lieu of a morning meeting, teacher teams can decide to meet within the school day where possible.

B. *HIGH SCHOOL OFFICE HOURS AND SUPPORT BLOCKS*

i. In addition to their teaching load, full-time High School faculty members shall be assigned one of the following:

a. 4 office-hour blocks will be in the 10-day cycle. The teacher will consult with their Department Head or Director regarding the scheduling of the blocks – both when the blocks will be in the 10-day cycle, and where the office-hour blocks will take place. However, the ultimate decision as to the schedule of the blocks will be at the discretion of the teacher. During these office hour blocks, teachers will be available to help any student that comes for help, including students they do not teach in their classes; OR

b. 2 office-hour blocks per 10-day cycle and 1 block per 8 10-day cycle supporting students in the Academic Support Center (ASC). The 2 office-hour blocks will be as scheduled as described in #1. While providing student support in ASC, teachers will be available to assist students with specific content questions in their discipline.

The high school Principal or their designee shall assign faculty members to one of these options at their discretion.

ii. Part-time faculty members who are 0.5 FTE and above but less than full time at the high school will be assigned either 2 office-hour blocks or 1 office-hour block and 1 TEC support block. Part-time faculty members below 0.5 FTE at the high school will be assigned either 1 office-hour block or 1 ASC support block.

iii. This section shall not apply to those special education faculty members who are assigned 30 out of 50 blocks as described in Section C, Part B of this ARTICLE.

C. *Advisory.* Middle School faculty members shall be assigned one block per 5 day cycle to lead a middle school advisory. Teachers working greater than a 0.5 FTE shall be assigned advisory blocks in their primary building. Advisory blocks shall be scheduled to allow part-time teachers to have a daily, on premises schedule that is consistent with their FTE assignment. For example, if a 0.75 FTE teacher is assigned only morning classes and advisory blocks are scheduled at the end of the day, the teacher shall not be assigned to advisory blocks.

High School teachers may be assigned mandatory advisory blocks.

Advisory teachers will be provided with a set of plans for each session.

D. *Specialists.* Full-time specialist teachers in grades 9 - 12 will have a teaching assignment of no more than 27 classes per 10-day cycle. Furthermore, to provide equity in the number of teaching periods, high school specialists will be relieved of one duty or relieved of fifty percent (50%) of all Wildcat Blocks. These specialists will express preference, which will be taken into consideration in being assigned one less duty or only be responsible for participating in fifty percent (50%) of the Wildcat Blocks. The District will make final determination based on staffing needs to ensure a sufficient number of staff to meet educational needs for all students.

E. *High School Activities Coordinator.* The High School Student Activities Coordinator will receive a stipend and the option of one released day per month to be planned at the teacher's discretion.

F. *High School Drama Director.* The High School Drama Director will receive 30% released time and technical support for three theater productions during the school year.

Section 5. *Part-Time Teachers.*

Part-time teachers will create a schedule with their building principal based on the teacher's FTE to determine which of the aforementioned meetings and professional development they will attend, with final approval by the building principal.

In the event that a meeting or professional development is rescheduled, the part-time teacher shall not be required to attend, unless it is a mandatory training.

Section 6. *Department Heads and Directors.*

A. Department Heads in English, History, Mathematics and Science have 25% - 50% released time. The presumptive release time for Department Heads shall be 50%, with the option to schedule lesser or greater release time within the aforementioned limits, for no more than one sequential year at a time per discipline. Best efforts shall be made by the District to post an open position before reducing a Department Head's release time to cover the position. The district shall continue to post the opening until filled while the Department Head is covering

the position. The parties recognize that the district may need to hire an experienced teacher to fill a 0.25 FTE position. Department Heads will collaborate with the administration to agree to reasonable reductions in administrative responsibilities if they are assigned reduced release time. Additional responsibilities may be assigned where the Department Head has a greater assigned release time than is presumed. The Department Head of Guidance has a 50% caseload. In the event that the 50% caseload exceeds 80 students, for the Department Head only, the excess caseload over 80 students will be equitably divided among the other high school counselors. This contractual cap shall not be construed as limiting or defining the caseload of guidance counselors.

B. In accordance with Appendix B -Teacher Evaluation, the Guidance Department Head shall evaluate middle and high school counselors and elementary principals shall continue to evaluate counselors in their buildings.

The 6-12 Special Education Department Head shall have a 0.25 FTE teaching load and 0.75 FTE release time. The 0.25 FTE teaching load shall be mutually discussed between the Special Education Department Head and Director of Student Services before the beginning of each school year. In conjunction with this release time and so long as there remains a 1.0 FTE Team Chair at the High School, high school special education teachers shall teach 30 out of 50 blocks. However, special education teachers who are the primary teacher for 2 or more courses (a separate math course, for example) shall teach 24 out of 50 blocks.

C. The K-12 Directors of Music, Art, World Language, Physical Education/Health and Wellness, and Health Services will receive release time in the range of forty to fifty percent (40 - 50%).

D. Department Heads and Directors shall work 189 days per calendar year. The content of the five (5) additional days beyond the 184-day school year shall be at the discretion of the Department Head or Director to perform needed work of their department. The Department Head or Director will decide what days during the calendar year they will work the additional five (5) days.

Department Heads and Directors shall keep track of the 5 days they work and be ready to report that information upon request by administration. Department Heads and Directors do not need to seek prior approval for these discretionary work days, but will provide advance notice to their principal.

Section 7. *TEACHER LUNCH.*

A. Teachers will have a duty-free lunch period of at least the following lengths:

i. Elementary School (Pre-K through 5): 35 minutes

ii. Secondary School (6 through 12): 25 minutes

B. Principals will coordinate with school nurses to ensure that they have an appropriate time and location to eat lunch.

C. Teacher schedules will be designed in a way so that their lunch period is between the hours of 11:00 AM and 1:30 PM, excluding early release days and other days with modified schedules.

Section 8. *ADDITIONAL SUMMER AND PER DIEM WORK.*

A. *NURSES.* The work year for school nurses shall be 185 days. Any work days approved beyond will be paid at the per diem rate for the nurse who performs that work.

B. *ELE Teachers.* The work year for English Language Education (ELE) teachers shall be 184 days. When there are newly enrolled students whose Home Language Surveys require additional follow-up and/or screening outside of their contractual work days, the Director of Student Services, or their designee, will notify ELE teachers as soon as practicable of this voluntary work. Any related follow-up or screenings completed during the summer will be paid at the per diem rate for the ELE teacher who performs that work.

C. *High School Guidance Counselors.* The Guidance Department Head and High School guidance counselors will be employed for the purposes of completing required professional work as follows for the summer:

i. One (1) day for each counselor, including the department head, immediately following the last day of school to complete end of year student tasks, compensated at the per diem rate.

ii. Two (2) days for each counselor, including the department head, on the two business days immediately prior to teachers returning in the fall for orientation planning, new family meetings, and schedule updates, compensated at the per diem rate.

iii. One (1) day for each counselor, excluding the department head, at the direction of the Department Head and with collaboration with school and district administration, during the summer for family meetings and schedule adjustments, compensated at the per diem rate.

iv. Two (2) days for each counselor, and one (1) day for the department head, dedicated solely to writing college recommendation letters in the summer, compensated at the per diem rate. These days will be taken at a place and time of each counselor's discretion over the summer. Guidance counselors will be required to submit the number of recommendation letters completed to the Guidance Department Head.

v. Two (2) days during the school year as Conference-In Days with approval of the Department Head. A Conference-In Day is defined as a professional day where staff would be expected to focus on writing recommendation letters. These days shall not occur in the high school guidance suite.

vi. The 6-12 Department head will work seven (7) additional summer days at their per diem rate (subject to Section 6) to be coordinated with the Principal.

Section 9. *Special Education Teachers.*

Every Special Education Teacher and Related Service Provider shall be granted one-half (0.5) of a school day of release time for the purpose of writing special education progress notes, two (2) times per school year. These days shall be taken as "conference in" days and scheduled on mutually agreeable times with the Director of Student Services or designee.

Section 10. *Association and Principal Responsibilities.*

Each principal shall meet with the WEA building representatives for their school on a regular basis.

ARTICLE XX
CLASS SIZE

Section 1. While it is not the present intention of the School Committee to substantially modify present class sizes, nevertheless final decisions on these matters will remain at the sole discretion of the School Committee.

Section 2. Before implementing class size decisions, the School Committee will consider the staffing recommendations of the Pupil-Teacher Ratio Advisory Committee appointed by the Commissioner of Education in accordance with the provisions of the Acts of the General Court of 1965, Chapter 572, Section 1G, and as promulgated by the Department of Elementary and Secondary Education in publication #268. Consistent with the most effective education, the School Committee will make an effort to maintain or improve the present ratio of pupils to professional staff.

ARTICLE XXI
CLERICAL AND INSTRUCTIONAL ASSISTANCE

Section 1. While it is not the present intention of the School Committee to substantially modify the amount of clerical and instructional assistance available to teachers, nevertheless final decisions on these matters will remain at the sole discretion of the School Committee.

Section 2. Recognizing the importance of clerical and instructional assistance in facilitating the teacher/learning process, the School Committee will continue its efforts to maintain the quality and quantity of these resources.

ARTICLE XXII
NON-TEACHING DUTIES

Section 1. *PREAMBLE.* The School Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that their energies should be utilized to this end.

Section 2. *ASSIGNMENT OF DUTIES.* Subject to the requirement that students be adequately supervised while on school premises, the building principals will make every reasonable effort to distribute non-teaching duties equitably and to accommodate the preferences of individual teachers.

Part-time teachers (as defined in Section 1 of the ARTICLE entitled PART-TIME TEACHERS) shall be assigned duties proportional to their FTE.

Department Heads and Directors will be assigned duties proportional to their teaching FTE. Generally, this means that they shall have half of the number of assigned duties as a full-time teacher in their primary building.

Section 3. *TRANSPORTATION OF PUPILS.*
Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, so long as the following conditions are met:

A. The activity has the approval of the Superintendent or designee.

B. The owner of the vehicle being used in transporting students must file evidence with the Superintendent of personal liability insurance coverage on the vehicle in the amounts of at least $100,000 per person and $300,000 per accident.

C. The parents of the students being transported in this manner will be fully informed as to this means of transportation and will sign a statement to this effect.

Indemnification of a teacher for any damage, over and above the amount of insurance held by the owner of the vehicle, from accidents or claims related to a teacher's transport of a student shall be in accordance with the relevant provisions of Massachusetts General Laws as most currently amended, or any other applicable provision of the law.

Section 4. *TRAVELING TEACHERS.* In arranging schedules for teachers who are assigned to more than one school (henceforth known as "traveling teachers"), an effort will be made to limit the amount of

inter-school travel. Such teachers will be notified of any changes in their schedules as soon as is practicable.

Travelling teachers will have one fewer duty than the amount assigned to other teachers in their primary buildings.

When assigning duties to travelling teachers, the following considerations will be made:

A. Travelling teachers who work 75% or more of their FTE in their primary building should be assigned duties in their primary building unless mutually agreed upon by the travelling teacher and the building principal(s) to the extent practicable.

B. Travelling teachers will be assigned duties that align with their building schedules so that assigned duties do not result in extra travel.

Section 5. *Duty Reductions.* Teachers working in Access, Language-based Classrooms, and Bridge will be assigned one fewer duty than other teachers at the same FTE.

Section 6. *Duty Maximums.* Teachers at the elementary level may be assigned up to 3 duties per work week, which shall include but not be limited to arrival and dismissal duty, hallway duty, breakfast and morning recess.

Teachers at the middle school may be assigned up to 4 duties per work week, which shall include but not be limited to bus duty, morning duty, lunch duty, study hall and homeroom.

Teachers at the high school may be assigned up to 5 duties per 10-day cycle, which shall include but not be limited to hallway duty, lunch duty, cafeteria duty, study hall, and directed study hall.

Section 7. *High School Substitute Coverage.* The Principal, or their designee, will make coverage assignments, taking into consideration the content area in which educators are licensed and experienced. WEA members shall not be responsible for coordinating substitute block coverage.

A. Teachers assigned to a substitute coverage block duty will:

   i. Take attendance as directed by school procedures;

   ii. Direct students to the assignment expected to be completed during the block; Provide general academic assistance to students when appropriate and feasible;

   iii. Maintain a safe, structured, and productive learning environment during the class period; and

   iv. Cover one (1) absent teacher's class per duty block in which substitute coverage is needed.

B. Teachers absent and sending students to a substitute coverage block will:

   i. Post an assignment prior to the substitute coverage block; and

   ii. Have at least one task that is expected to be completed during the sub coverage block.

The District will prioritize using building subs to assist with staffing coverage.

The parties shall establish a joint-labor management committee to review the implementation of substitute coverage assignments for the duration of this contract.

ARTICLE XXIII
VOLUNTARY NON-TEACHING DUTIES

If the School Committee approves an international trip, the teacher who proposed the trip shall serve as the Group Leader. In the academic year in which a Group Leader is running a trip, the Group Leader will receive priority selection in which duties they are assigned ("duties" refers to the NON-TEACHING DUTIES in ARTICLE XXII).

A Group Leader will receive one (1) conference-in day to be taken no sooner than sixty (60) days prior to departure for handling pre-departure logistics.

ARTICLE XXIV
PERSONNEL FILES

Section 1. *Contents and Locations.* Each teacher will have on file in the Superintendent's office an individual folder containing such items as the initial application for employment, transcripts, evaluation reports, a record of assignments and promotions, absence records and correspondence. In addition to the teacher's folder in the Superintendent's office, each building principal will maintain a folder for each teacher under their supervision. These and any other folders concerning a teacher or their work will comprise the personnel records of the teacher.

Section 2. *Access.* The following sentence from the Massachusetts General Laws, Chapter 71, Section 42C applies: "School officials of cities and towns keeping records concerning any teacher or his work will, at the written request of the teacher, permit the teacher by appointment to inspect the contents of his personnel folder, files, cards and records, and to make copies of such contents and records as concern his work or himself." A teacher is entitled to have a representative of the Association, designated by the President, accompany the teacher during the inspection of the teacher's folder, files, cards, and records.

Section 3. *Use of and Addition to Personnel Folder Info.*

A. *Adverse Info.* Whenever a member of the school administration or the School Committee receives any information about a teacher which could become the basis for adverse personnel action, said information will promptly be called to the attention of the teacher involved, but need not necessarily be reduced to writing or placed in the teacher's personnel folder.

B. *Notification of New Content.* Whenever any evaluation reports and/or whenever any other materials which reflect upon the competence of the teacher, either in a positive or negative manner, are placed in a teacher's folder, either in the Superintendent's office or the building principal's office, such material will be dated immediately and reviewed with the teacher within a seven-day period or as soon as reasonably possible after the date of inclusion within the folder, and an opportunity will be granted to the teacher to write any comment they may wish to accompany the materials. Exception: In cases where the material is a duplication from one folder to another; in such cases, the teacher will be notified within seven days that such material is being added to a different folder.

C. *Usage for Adverse Action.* If material is not filed in the Personnel Folder in accordance with Section 3B above, it will not be used for any adverse personnel action.

Section 4. *Removal of Content.* Materials may be removed from the teacher's folders only by prior mutual consent.

Section 5. *Employment Termination.* In the case of a teacher whose employment in Weston has terminated, no such materials as described in Section 3 will be placed in or removed from the folder

without a copy of the materials being sent to the teacher with a letter informing the teacher that the materials have been placed in or removed from the folder and the teacher must have been given an opportunity to comment in writing, those comments to be included in the folder.

ARTICLE XXV
SUMMER PROFESSIONAL DEVELOPMENT

Section 1. *PREAMBLE.* The School Committee and the Association agree upon the importance of the educational work to be performed during the summer and the desirability of a summer program adequate to meet these educational needs.

Section 2. *SELECTION.* The selection of teachers employed during the summer, as well as the nature of their assignments, will be decided at the sole discretion of the School Committee upon the recommendation of the Superintendent. The Superintendent will consult with the cabinet of each school. Teachers on unpaid leave are eligible to participate in summer professional development provided that they have submitted their written intent to return from leave at the start of the school year following the summer professional development. Further, teachers on unpaid leave who are selected for summer professional development shall defer receipt of summer earnings until the first paycheck in October and shall forfeit said earnings if she/he does not return to work at the start of the school year.

Section 3. *NUMBER OF DAYS.* Summer employment for Weston teachers will be for a minimum of 500 days, with more to be offered depending on the District's educational needs as determined by the School Committee.

Section 4. *TIMELINE.* An announcement regarding the nature and number of assignments available will be made by the administration as early in the school year as practicable. Teachers will apply for participation in summer employment programs within fifteen days after such announcement.

Section 5. *DIRECTORS AND DEPARTMENT HEADS.* As part of the days provided under Section 3, the Directors of Art, Music, Foreign Language, Physical Education/Health and Wellness, METCO and Health Services, and the Department Heads of English, Math, Science, Social Studies, and Special Education may each be employed as needed. The Director or Department Head will inform the Assistant Superintendent for Teaching and Learning, or the Director of Student Services, of the number of days they need to work in an upcoming summer. These requests will be submitted according to the deadlines for summer workshop proposals. The Assistant Superintendent for Teaching and Learning may approve up to 85 summer days (as part of the days provided under Section 3) for Directors and Department Heads. Any unused days of the 85 shall be used for faculty summer workshop days.

These 85 days are for Department Heads and Directors to do the needed summer work of the department. 1 day per Department Head and Director can be used for a district-approved summer workshop. The remaining days are not to be used for attending district-approved summer workshops such as leadership academy, department lead workshops, district initiatives, etc. These days are for the sole purpose of Department Heads and Directors performing the needed summer work of the department.

If the Assistant Superintendent for Teaching and Learning anticipates approving significantly less than the requested days for a given summer, the Assistant Superintendent for Teaching and Learning will consult with the Association prior to making a final decision.

Section 6. *PAYMENT.* Compensation for summer employment will be at the per diem rate of one-one hundred eighty-fourth (1/184) of the teacher's annual salary including role differentials that are part

of the basic job but excluding differentials for activity supervision. The maximum per diem rate paid to any teacher will be $325.

Section 7. *SUMMER PROGRAMS - SICK LEAVE.* A teacher working in the Extended School Year Summer Program or other Weston programs teaching students in the summer will have one day paid sick leave for each ten working days or major portion thereof of summer employment, which sick leave days will not accrue.

ARTICLE XXVI
SALARIES

Section 1. *DURATION.* The salary schedules hereinafter set forth will become effective on September 1, 2026 and will remain in effect through August 31, 2029.

Schedule A - See Salary Schedules September 2026 through August 2029

Schedule B - Role Differentials

Schedule C - Activity Differentials

Schedule D - Coaching Differentials

Section 2. *PAYMENT PLANS AND SCHEDULES.* Each member of the professional staff will be paid on a bi-weekly (every two weeks) schedule throughout the calendar year. It is the right of each teacher to elect to receive their yearly salary in twenty-two equal bi-weekly payments beginning in September and ending in June, or in twenty-six equal bi-weekly payments throughout the year. A teacher who elects the twenty-six payment plan is entitled to elect to receive July and August checks along with their June check, provided notice of such election is given to the Superintendent or their designee prior to the start of the school year. Teachers will be paid on the twenty-six payment plan unless notice in writing is given to the Superintendent or their designee prior to the start of the school year.

Section 3. *STEP AND LANE PLACEMENT.* Initial placement on a salary schedule will be decided by the Superintendent at their sole discretion, except that no teacher will be placed below Step One of the training level applicable to them. Any course which a teacher takes before being hired in Weston, and for which they are given college credit at an accredited college or university will be approved for salary credit. If the college or university is not an accredited one, the teacher may be given salary credit. Reasonable effort will be made to award credit for previous experience equitably for all new employees. A new employee with a half year or equivalent of prior experience will be placed half-way between steps and will continue on half steps until maximum salary is reached. Prior service will be the only cause for placement between steps. No teacher will be placed in a training level category different from that to which their approved credit entitles them. The only exceptions to the application of this Section will be as the result of actions taken pursuant to Section 5 of this ARTICLE.

Section 4. *STEP ADVANCEMENT.* Teachers will move up the appropriate training level schedule automatically one step each school year, except as otherwise provided in this Agreement.

Section 5. *UNSATISFACTORY SERVICE.* The Superintendent reserves the right to withhold from any teacher all or part of any increment, including step advancement and scale adjustment, to which such teacher might otherwise be entitled, provided that such decision is made on the basis of unsatisfactory service, and provided further that the Superintendent afford such teacher an opportunity to be heard prior to a decision. If the teacher or the Association disagrees with such decision, the Association may bring the issue to binding arbitration beginning with Level 4 of Section 4 of the grievance procedure; such action by the Association will delay implementation of the decision until such time

as the arbitrator finds against the teacher. In addition to whatever criteria they choose to use, the arbitrator will not find against the teacher in whole or in part if they find that the Superintendent or their designee has failed to do one or more of the following if appropriate dependent upon the nature of the alleged unsatisfactory service:

A. To confer with the teacher to inform them of the possible financial consequences if their work is not satisfactory by the end of a period of time at least twelve calendar months following such conference; this notification and evaluation must be in writing and signed by the teacher.

B. To make a reasonably strong effort for such a period of time to help the teacher overcome their difficulties or lack of effectiveness.

C. Said withholding will in any event not be implemented until the September beginning the school year following the expiration of the period of time referred to in A and B above.

Section 6. *LANE ADVANCEMENT.* Salary credit for additional levels of training will be awarded at the levels shown on the salary schedule. To be eligible for advanced training credit, teachers must have graduate courses approved in writing by the Superintendent or their designee prior to the teacher's enrollment in such courses. The teacher must submit to the Superintendent or their designee evidence of satisfactory completion of such courses. Approved courses taken while on any leave qualify for advancement on the salary scale upon the teacher's return to Weston.

Section 7. *LANE CHANGE TIMELINE.* Salary adjustments for changes in degree and training levels will be made effective as of September 1 and February 1. Teachers must notify the Superintendent or their designee in writing of their intent to seek a salary adjustment by November 1 of the prior school year, and then have until September 25 and February 25, respectively, to present evidence of such changes. The Superintendent will undertake every effort to provide notice to teachers of the requirements in this section at least seven (7) days prior to the notice deadlines stated in this section provided, however, that a failure to give such written notice shall not relieve the teachers of the obligations in this section. The new salary will be reflected in either the 12th check or the 14th check of the school year, depending upon whether the teacher is receiving 22 checks or 26 checks.

Section 8. *UNPAID DAYS.* Absences without pay will result in a deduction for each day thereof at the rate of one-one hundred eighty-fourth (1/184) of the teacher's base salary. Deductions for role differentials that are part of the basic job or for activity supervision will be made only when the time cannot be made up; in no event will this deduction exceed an amount in the same proportion to the total differential as the time lost bears to the total time required.

Section 9. *EXTRA DAYS; PER DIEM RATE.* Compensation for any approved extra days worked in addition to those provided in the ARTICLE entitled TEACHER YEAR, HOURS, AND WORKLOAD will be at the rate of one-one hundred eighty-fourth (1/184) per day computed from the teacher's yearly salary, including role differentials that are part of the basic job but excluding differentials for activity supervision.

Section 10. *MILEAGE REIMBURSEMENT.* Teachers required to use their motor vehicles in the performance of their assignments will receive mileage reimbursement at the rate then in effect as approved by the Weston Board of Selectmen, upon approval of expense vouchers.

Section 11. *ROLE DIFFERENTIALS AND STIPENDS.* All role payments, extracurricular payments, and other differentials (but excluding ratio figures) will be increased each year proportionate to the increase in the teacher's basic salary schedule. Teachers will be treated fairly in assignment to these positions.

Section 12. *NEW TEACHER MENTORS.* A teacher who volunteers and is selected to be a mentor to a new faculty member will receive a $500.00 stipend.

ARTICLE XXVII
LONGEVITY

Members of Unit A shall receive longevity payments based on years of employment in Weston, as follows:

	Effective Sept 1, 2026	Effective Sept 1, 2027	Effective Sept. 1, 2028
Years 15-19	$1700	$1800	$1900
Years 20-24	$1900	$2000	$2100
Years 25-29	$2200	$2300	$2400
Years 30+	$2400	$2500	$2600

A teacher who is paid for 150 or more days in a given school year shall be given credit for the full year for purposes of longevity.

Additionally, a teacher hired prior to February 1 shall be given credit for the full year in which they were hired, for the purposes of longevity.

ARTICLE XXVIII
STIPENDS

Section 1. *Categories.* Schedule C stipends are divided into three categories: A) Advisors, Directors, and Coordinators (henceforth known as "Category 1"); B) Hourly stipends (henceforth known as "Category 2"); and C) Enrichment Clubs and Activities (henceforth known as "Category 3"). *See Appendix A, Schedule C, for list.*

Section 2. *Changes to Activity List.* The School Committee and the Association recognize that student interests and district needs evolve. Accordingly, principals, or their designees, in conjunction with a school-based team of 2-4 teachers, have the discretion to add, consolidate, or remove Category 3 positions for their schools on an annual basis.

The stipend amount for each Category 3 position is determined by the number of annual hours worked, based on the chart in Appendix A, Schedule C.

The annual review of building-based Schedule C stipends shall occur as follows:

D. In the spring, principals will receive a budgeted amount from the Superintendent or the Superintendent's designee for all co-curricular activities in their schools as set forth in Appendix A, Schedule C.

E. By June 1st, principals or their designee will provide the WEA president the names of the aforementioned 2-4 teachers.

F. Student leaders and/or faculty advisors will fill out a club stipend application form for both existing clubs/activities and new clubs/activities, including the number of out-of-school and lunch hours that the advisor spent serving the club during the current school year.

G. By the end of the school year, the principal will consult with a school-based team of 2-4 teachers and then determine which Schedule 3 roles shall have advisor stipends. First, stipends will be allocated for Category 1. The remaining funds will be allocated for stipends for Category 2 and 3. Criteria for selection will be anticipated student participation, connection to school/district goals, and past club/activity history.

H. Principals will share the updated list of clubs and activities to the Superintendent and Assistant Superintendent for Teaching & Learning. The Assistant Superintendent for Teaching & Learning will compile an updated Schedule C list for School Committee consideration. The School Committee will vote to approve the updated list at a meeting in August or September.

Section 3. *Multiple Advisors.* If multiple advisors run a club or activity, the stipend will be split according to the anticipated number of hours each advisor works.

Section 4. *Right of First Refusal.* Unit A Teachers shall have right of first refusal for all Schedule C stipends.

A. All Category 1, 2, and 3 positions shall be posted internally to all Unit A teachers for a period of no fewer than five school days before posting to other WPS employees.

B. Unit A teachers shall be granted the right of refusal for all positions in Schedule C. These positions shall not be offered or appointed to anyone outside of Unit A unless no qualified Unit A teacher applies for the position within the posting period.

Section 5. *JLMC.* In April 2027, a joint labor management committee will discuss the Schedule C, Category 3 allocation process to review the impacts and challenges, and to make any potential adjustments agreed upon by all parties.

ARTICLE XXIX
DEDUCTIONS

Section 1. *Payroll Deductions.* Upon authorization in writing on a form prescribed by the Superintendent, payroll deductions will be made for teachers for the following purposes:

A. Local, state and national teachers' associations, in seven equal consecutive monthly installments beginning with the November paycheck.

B. Premiums under the current employees' group insurance program as provided by the Town of Weston.

C. Premiums under any Tax-Sheltered Annuity program purchased by the School Committee on a teacher's behalf.

D. Payments to the Massachusetts Teachers Association Credit Union, authorizations therefore to be submitted on or before October 1 to take effect with the October salary payment, and on or before February 1 to take effect with the February salary payment. Authorizations may be withdrawn at any time upon at least 30 days notice.

E. Purchase of United States Savings Bonds.

F. Massachusetts Bay United Fund contributions in eight equal consecutive monthly installments beginning with the November paycheck.

Section 2. *AGENCY FEES.* Should any changes in local, state, or federal laws allow the use of mandatory agency fees, agency fees will be reinstated, per the 2023-2026 WEA contract.

ARTICLE XXX
EQUIVALENCY CREDIT FOR INSTITUTES, WORKSHOPS, TRAVEL, AND NON CREDIT COURSES

Section 1. *CONDITIONS.* Credit toward salary improvement will be allowed under the following conditions:

A. The teacher must receive the approval of the principal and the Superintendent or their designee prior to participation. Such approval will include a determination of the number of credits allowed.

B. A statement or other evidence of completion of the activity must be submitted to the Superintendent or their designee before credit will be granted.

C. The method for determining one equivalency credit will be as follows:

   i. Fifteen hours of formal participation with required outside preparation, or

   ii. Thirty hours of formal participation without required outside preparation.

D. No more than15 equivalency credits may be applied for purposes of lane advancement during a teacher's career in Weston

Section 2. *ELIGIBLE EQUIVALENCIES.* Conferences and conventions will not be considered for credit. Subject to the provisions of Section 1, institutes, workshops and either credit or non-credit courses will be allowed for salary increment credit. A teacher will be granted six (6) salary credits for authoring or co-authoring a professional book published by a reputable publishing house. Each revision of such book will be granted three (3) salary credits provided the teacher has contributed to the revision. In any event, the credits for a book revision will not be awarded more frequently than once every five years.

Section 3. *CREDIT FOR TRAVEL.* Subject to the provisions of Section 1, Parts A, B, and D of this ARTICLE, travel outside the Northeastern United States may qualify for one credit for each two weeks of such travel up to a career maximum of six credits. Travel credit may be approved if prior to the travel the teacher submits to the principal and the Superintendent or their designee a satisfactory statement of the nature of the trip and the anticipated benefits to the school system; and if, upon completion of the travel, a satisfactory detailed statement of plans to use the experience in the teacher's work is submitted.

ARTICLE XXXI
PART-TIME TEACHERS

Section 1. *DEFINITION.* Part-time teachers are defined as those who staff positions approximately equal to regular full-time teachers except that by mutual agreement they work less time per day or per week than full-time teachers.

Section 2. *FULL-TIME EQUIVALENCY NOTICE AND PAY.* Each part-time teacher will receive in writing a statement showing the percent of full-time status for which they have been employed. The percent of full-time status will then be applied to the full-time salary schedule to determine a yearly salary.

Section 3. *SECONDARY TEACHING SCHEDULE.* The District in good faith will make a best effort to develop part-time teachers' schedules to take into consideration reducing the length of intervals between scheduled teaching assignments on the same day, to account for the amount of time expected to be on campus.

At the High School, the District will review whether it is feasible to minimize part-time staff being scheduled for the first and last block of the school day.

Section 4. *RIGHTS AND BENEFITS.* Except as specified to the contrary, part-time teachers are entitled to all the salary, rights and benefits, and conditions of full-time teachers under the terms of this contract.

Section 5. *PAID TIME OFF.* Part-time teachers are entitled to equal application of all Sections of the ARTICLES entitled SICK LEAVE and LEAVES AND OTHER ABSENCES WITH PAY. The computation of benefits for these two ARTICLES is as follows: A part-time teacher who works less than full time for five days per week is entitled to the same number of benefit days specified in the Sections except that "days" will mean "part-time days." A part-time teacher who works full days but less than five days per week is entitled to that proportion of the number of benefit days that the number of days they work per week bears to a five-day week; for example, a teacher who works three full days per week is entitled to three-fifths of the number of benefit days referred to in any Section.

Section 6. *STEP ADVANCEMENT.* A part-time teacher will advance one full step on the full-time salary schedule for each part-time year that they teach.

Section 7. *HEALTH, DENTAL, AND LIFE INSURANCE.* Part-time teachers who work 20 hours or more per week are entitled to full coverage by the Town of Weston's health, dental, and life insurance plans. A teacher employed 50% or more of full time will be deemed to have met the "20 hours" requirement.

Section 8. *TEMPORARY TEACHERS.* Temporary teachers are those who, by mutual written agreement, are employed for a period of one full school year or less with a specified termination date; typically such teachers are employed to replace teachers on leave or to fill a job which is not scheduled to be continued. Depending upon whether they are employed full-time or less, temporary teachers are defined as full-time or part-time teachers and are entitled to all the salary, rights and benefits, and conditions thereof.

ARTICLE XXXII
REDUCTIONS IN FORCE

Section 1. *PERFORMANCE AND SENIORITY.* In determining the order in which PTS teachers (and other bargaining unit members for whom PTS cannot be attained under the statute) will be affected by this ARTICLE, the Superintendent will utilize the following method: layoff of PTS teachers (and other bargaining unit members for whom PTS cannot be attained under the statute) within a discipline because of the School Committee's decision to reduce staff will be based upon performance and seniority. Performance will be determined by the overall rating as determined in the three most recent written summative evaluations written by the primary evaluator, though no distinction will be made between a teacher rated proficient or exemplary, any other evaluations written in the same time period, and any post-observation forms or administrative memoranda written since the most recent evaluation, and teacher responses to these documents as contained in both the folder in the Superintendent's office and the folder in the building principal's office for each person currently serving in each RIF discipline, including teachers on leave.

If there is no significant difference in the quality of the teachers' performance, seniority within the discipline will govern. Seniority within the discipline will be determined by the seniority list (that is,

the teacher lowest on the seniority list will be affected first, then the next lowest, etc.). In case of any dispute as to the existence of a significant difference, the comparison will be between the affected teacher and the most junior teacher within the discipline. The Association has the right to view and make copies of all relevant documents involved in RIF decisions. The Association will inform the affected teachers when such a review is made. The above will apply to partial as well as full reductions.

The seniority list will be determined by the following rules:

A. The names of all Unit A members employed by the Weston Public Schools, including those on leave, will be listed. The names of Unit A will be coordinated in one system-wide list for the purpose of establishing a body of information mutually agreed to, and for convenience. The rights of individuals are defined in this Agreement; these rights are not altered by the appearance of names in the system-wide list.

B. The date used will be the date on which a person began to serve, not the date on which the Committee or Superintendent decided to employ the person. "September 1" will be the date used for teachers who began to serve on the initial teacher orientation day in the fall of any year. The actual first day of teaching will be listed for any teacher who began service during a school year.

C. Time spent on any type of leave, paid or unpaid, will not be deducted.

D. Part-time and full-time service will be treated equally.

E. Teachers re-appointed in early April will be treated exactly as those re-appointed in May-August, so long as no break in service occurred.

F. In addition to a teacher's continuous service, dates will be adjusted to include the following:

   i. service as a paid Weston teacher intern with exclusive responsibility for students: and

   ii. service as a Weston teacher in a prior period of employment.

G. Ties will be broken by a joint WEA-Administration lottery.

H. The following employment will not be included: service as a tutor, as a substitute teacher, as a student teacher, in summer workshop, in summer workshop prior to beginning service as a teacher in September or teaching in another school system.

I. The order in which teachers within a discipline will be considered as affected will be defined as the order in which said teachers are voted to be laid off by the Committee, using the method stated above.

Section 2. *NOTIFICATION TIMELINE.* The Superintendent will make every effort to provide written notification to any affected PTS teacher by March 15 but no later than April 15, of the school year preceding the RIF's implementation. In the event of circumstances beyond the School Committee's control (e.g., rejection of the Committee's budget at Town Meeting), in which case notification must be given by June 1st. Any PTS teacher who may be affected by a RIF not based on seniority will be provided with a written statement detailing the Superintendent's specific rationale for the decision.

Section 3. *RIF DISCIPLINES.* For purposes of this ARTICLE, discipline will mean:

Art	Guidance	(General) Science
Biology	Consumer Science	Social Studies
Business	Latin	Spanish
Chemistry	Library/Media Specialist	Special Education K-6
Chinese	Mathematics	Special Education 7-12
Elementary Specialists K-5	METCO	Speech & Lang. Pathologists
English	Music	Team Chairs
ESL	Occupational Therapists	Technology Education
French	Physical Therapists	Technology Specialist
Generic Specialist	Physics	Wellness
Grades preK-6	School Psychologists	

Within the disciplines set forth, all non-PTS teachers will be affected first.

Each elective course at the Middle School has been assigned to one of the currently existing RIF pools. If a new elective or a change in pool is proposed, both parties will meet to agree on the assignment to or change in the RIF pool. A teacher who is assigned to teach an elective will be notified of the RIF pool into which their assignment falls as part of their annual letter stating their salary and either full-time or part-time status for RIF purposes.

Section 4. *RIGHT TO MOVE RIF DISCIPLINES.* Subject to the significant difference standard in Section 1, a teacher who has been designated to be affected will have the right to move to another discipline if said teacher has a greater length of service than the teacher with the least number of years of service in that discipline, and further, that the teacher has had at least two (2) years of past successful experience in Weston in that discipline. Notwithstanding any other provision of this ARTICLE, a teacher who demonstrated two (2) years of past successful experience outside of Weston will have the right to move to that discipline if there is a non-PTS teacher in that discipline.

Section 5. *SENIORITY LIST PUBLICATION.* For purposes of this Agreement, a seniority list will be established by November 1 and a copy sent to each teacher. Should an individual choose to challenge the accuracy of the list, written notice should be sent to the Superintendent within ten (10) calendar days. If the Association and the Committee are unable to resolve the challenge within twenty (20) calendar days of its receipt, the matter may be submitted to arbitration within five (5) calendar days.

Section 6. *RECALL RIGHTS.* A teacher affected by this ARTICLE, will, for the first fifteen (15) months subsequent to June 30, retain recall rights to fill a vacancy within the teacher's discipline or within any discipline in which the teacher has at least two years of past successful experience. In the event of a vacancy, the most recently affected teacher who has recall rights within the discipline and who has been reduced in whole or in part will be offered the position created by the vacancy up to the level said teacher held at the time they were affected. A PTS teacher who accepts recall to a vacancy which comes up between the 90th teaching day and May 15th will be paid on the Unit A pay scale. (If the vacancy occurs after May 15th, the teacher may be paid at the long-term substitute rate.) If a position becomes vacant after the school year begins and if the administration decides not to assign to that position a teacher who has recall rights, then the teacher will have their paycheck restored to the sum of their current salary and the salary of the vacant position, or the appropriate amount on the Unit A scale up to the level the teacher held at the time they were reduced, whichever is less.

Section 7. *ROLES WITH RELEASE TIME.* For the purposes of this ARTICLE, teachers who receive released time for leadership roles and/or leaves of absence under Section 7 of the ARTICLE entitled LEAVES

AND OTHER ABSENCES WITH PAY and the position of High School Drama Advisor will be considered as full-time teachers in their respective disciplines.

Section 8. *RECALL NOTICE AND TIMELINE.* A recall notice will be sent via Certified Mail to the teacher's address of record. A teacher who is offered recall to a position at a level of time less than that held at the time they were affected, may decline the recall offer without forfeiting any rights or benefits. A teacher who fails to notify the Superintendent within fourteen (14) days of receipt of a recall notice of their intent to decline recall, or who fails to return to work at the designated time, will forfeit all rights and benefits provided for in this Agreement. A teacher who accepts recall will have all benefits (i.e., sick leave, years toward sabbatical and years of service for step placement and service increments) accrued up to June 30 of the school year in which they were notified of a reduction in staff restored upon recall.

Section 9. *RIF SUBSTITUTE LIST.* During the recall period, teachers who have been affected by this ARTICLE will be given preference on the substitute list if they so desire.

Section 10. *RIF LEAVE OF ABSENCE.* A teacher who is notified of a total reduction will have the opportunity to receive a "RIF Leave of Absence" in lieu of dismissal. Such leave of absence will be for the duration of the fifteen month recall period. In order for a teacher to elect the RIF Leave of Absence, the teacher must, within ten school days of written notification from the Superintendent of intent to recommend reduction, execute, on a form provided by the Superintendent, a waiver of any present or future rights under Chapter 71, Section 42 of the Massachusetts General Laws. The waiver will only be valid until such time as a teacher is recalled and returns to the system. Because kindergarten assignments are considered full-time assignments, any teacher who, because of a reduction in force, is assigned to teach in the kindergarten program does not need to sign such a waiver.

Section 11. *TEACHERS ON LEAVES OF ABSENCE.* Notwithstanding any other provision of this Agreement, a teacher on a paid or unpaid leave of absence will be considered along with all other teachers when a reduction in force is being made.

Section 12. *ADMINISTRATOR RIGHTS.* Administrators whose jobs are eliminated will be considered under the criteria in Section 1 (Unit A) for continued employment in discipline(s) in which they have had two (2) years of past successful experience in Weston. For purposes of determining length of service, only years spent in Unit A or Unit B positions will be counted. Administrators as of September 1, 1978 in or out of Unit B will be considered under the criteria in Section 1 (Unit A) for continued employment in the discipline(s) in which they have had two (2) years of past successful experience in or outside of Weston.

Section 13. *SEPARATION OF RIF FILINGS.* All correspondence related to a potential or actual Reduction-in-Force will be filed separately and will not be considered in any future reductions-in-force.

ARTICLE XXXIII
DEPARTMENT HEADS AND DIRECTORS

Section 1. *TERM LENGTH.* The Superintendent or their designee's appointment of Department Head (6-12), Directors (K-12), and Director of Health Services will be for either two or three-year terms, at the discretion of the Superintendent or designee. There is no limit to the number of terms served. This agreement does not constitute a waiver of any legal or contractual rights which teachers or the school district may have. If positions are modified or added as a result of the leadership study, those positions will be included or modified in this article accordingly.

Section 2. *EVALUATION.* By June 1, each leader shall receive a summative evaluation annually for the leadership component of this position from the designated administrator, with input from members of

the administrative council as appropriate. Unless otherwise noted, all references to a "rating" and "evaluation" in this Article refer to the overall rating of a summative evaluation.

A. For Any Year Other Than the Final Year of the Term

i. If the leader receives a rating of "Proficient" or "Exemplary," the leader shall retain the leader position for the following year.

ii. If the leader receives a rating of "Needs Improvement" by March 1, the leader shall be placed on a one (1) year term, with a corrective action plan, for the following year. At the end of that one (1) year term, the school district may or may not reappoint the leader with notice by March 1, regardless of the evaluation rating. If notice is not provided by March 1, the leader shall be placed on another one (1) year term, with the same conditions.

iii. If the leader receives a rating of "Needs Improvement" after March 1 but on or before June 1, the leader will continue out the duration of the term. However, the school district may or may not reappoint the leader at the end of the term, provided the March 1st notification deadline is met the subsequent year, regardless of the evaluation rating.

iv. If the leader receives a rating of "Unsatisfactory" by March 1, the leader shall not be reappointed at the end of that current year.

v. If the leader receives a rating of "Unsatisfactory" after March 1 but on or before June 1, the leader shall be placed on a one (1) year term, with a corrective action plan, for the following year. At the end of that one (1) year term, the school district may or may not reappoint the leader with notice by March 1 regardless of the evaluation rating.

B. For The Final Year Of The Term

i. The school district may or may not reappoint the leader for a subsequent term, regardless of any prior rating, provided the leader is notified of the non-reappointment by November 1st.

ii. Without any timely notice of non-reappointment, if the leader receives, on or before June 1, a rating of "Needs Improvement" or "Unsatisfactory," the leader will be placed on a one (1) year term for the following year. At the end of that one (1) year term, the district may or may not reappoint the leader, with notice by March 1, regardless of the evaluation rating.

Section 3. *ELECTRONIC RECORDS.* The attached job description and evaluation instrument shall be used annually for Department Heads and Directors. The parties agree that evaluation notes and summative reports are personal in nature and great care should be used in ensuring any electronic notes and reports are carefully maintained to prevent unauthorized disclosure. Given that, if the Assistant Superintendent for Curriculum and Instruction and/or the Director of Student Services collects feedback from other administrators about Department Heads and Directors, the following guidelines will be followed:

A. The Assistant Superintendent for Teaching and Learning and/or the Director of Student Services will be the custodian and editor of the electronic form. The electronic form may not be electronically shared other than by and among the Assistant Superintendent for Curriculum and Instruction, Director of Student Services, and Superintendent.

B. The restrictions on access to the electronic form shall not preclude appropriate administrators (including but not limited to the Assistant Superintendent for Teaching and Learning, Director of Student Services, Principals, and Assistant Principals) from conferring regarding

feedback and evaluation of Department Heads and Directors, including the sharing of any hard copy (non-electronic) evaluation notes or other related documentation.

C. The formative and summative evaluations resulting from this evaluation process shall be maintained in the respective personnel folder of the Department Head or Director in addition to any teacher evaluation documentation for that individual.

ARTICLE XXXIV
DURATION

This Agreement will become effective as of September 1, 2026 and will continue and remain in full force and effect until August 31, 2029, but in any event until a successor Agreement becomes effective.

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MEMORANDUM OF UNDERSTANDING
(BACHELOR'S DEGREE)

All bargaining unit members employed prior to 8/27/2013 who are placed on the B+30 and B+45 columns may remain on said columns.

Any bargaining unit member employed as of 8/27/13 or after shall not be eligible to move to the B+30 or B+45 column. In addition, any bargaining unit member hired after 8/27/13 and placed on the Bachelor's column shall not move beyond Step 10 on the Bachelor's column.

****

For the Weston Educators Association:

P. Desmarais 10/6/26

President Date:

Celeste M. Joza 10/6/26

Bargaining Chair Date:

For the Weston School Committee:

Oct 5, 2026

Chair Date:

10/05/2026

Vice Chair Date:

APPENDIX A - COMPENSATION TABLES

SCHEDULE A - 12 Step Salary Schedule (Employed before July 1, 2019)

Note: *Effective FY2027, the SWEA (pre-2019 hire date) Salary Schedule has been truncated to display Steps 8 through 12 only. As this schedule is closed to new hires and all current employees placed on this schedule have advanced to Step 8 or above as of FY2027, Steps 1 through 7 have been retired. Historical rate data for Steps 1 through 7 remains preserved in prior collective bargaining agreements.*

SY26-27	2.75%	SWEA 12 STEP (Began prior to July 1, 2019)						
STEP	B	B30	M	B+45	M15	M30	M45	M60/DOC
8	$87,671		$93,963		$96,117	$99,786	$102,231	$104,770
9	$91,849		$99,736		$100,993	$104,942	$107,599	$110,258
10	$96,672		$104,231		$106,667	$110,769	$113,539	$116,707
11	$108,525		$110,258		$112,677	$117,252	$120,113	$122,936
12		$123,279	$123,279	$125,892	$125,892	$131,444	$134,402	$137,365

SY27-28	3.50%	SWEA 12 STEP (Began prior to July 1, 2019)						
STEP	B	B30	M	B+45	M15	M30	M45	M60/DOC
8	$90,740		$97,252		$99,482	$103,278	$105,810	$108,437
9	$95,064		$103,227		$104,528	$108,615	$111,365	$114,117
10	$100,056		$107,879		$110,400	$114,646	$117,513	$120,791
11	$112,323		$114,117		$116,620	$121,356	$124,317	$127,239
12		$127,594	$127,594	$130,299	$130,299	$136,045	$139,106	$142,173

SY28-29	3.25%	SWEA 12 STEP (Began prior to July 1, 2019)						
STEP	B	B30	M	B+45	M15	M30	M45	M60/DOC
8	$93,689		$100,412		$102,715	$106,635	$109,249	$111,961
9	$98,154		$106,582		$107,925	$112,145	$114,984	$117,826
10	$103,308		$111,385		$113,988	$118,371	$121,332	$124,717
11	$115,973		$117,826		$120,411	$125,300	$128,357	$131,374
12		$131,741	$131,741	$134,533	$134,533	$140,466	$143,627	$146,794

SCHEDULE A - 15 Step Salary Schedule (Employed on or after July 1, 2019)

SY26-27	2.75%	SNEA 15 STEP (Began on or after July 1, 2019)				
STEP	B	M	M15	M30	M45	M60/DOC
1	$65,040	$68,902	$70,662	$72,792	$74,561	$76,321
2	$68,555	$72,200	$74,041	$76,481	$78,356	$80,224
3	$72,070	$75,501	$77,416	$80,168	$82,152	$84,130
4	$75,584	$78,799	$80,792	$83,854	$85,947	$88,034
5	$79,099	$82,098	$84,168	$87,543	$89,743	$91,940
6	$82,614	$85,396	$87,544	$91,230	$93,537	$95,845
7	$86,128	$88,695	$90,920	$94,916	$97,333	$99,750
8	$89,643	$91,994	$94,297	$98,605	$101,129	$103,655
9	$93,157	$95,293	$97,673	$102,292	$104,924	$107,560
10	$96,672	$98,591	$101,049	$105,979	$108,720	$111,466
11		$101,890	$104,425	$109,666	$112,515	$115,370
12		$105,188	$107,801	$113,354	$116,310	$119,275
13		$111,219	$113,832	$119,384	$122,340	$125,305
14		$117,249	$119,863	$125,414	$128,371	$131,335
15		$123,278	$125,892	$131,444	$134,402	$137,365

SY27-28	3.50%	SNEA 15 STEP (Began after July 1, 2019)				
STEP	B	M	M15	M30	M45	M60/DOC
1	$67,316	$71,314	$73,135	$75,340	$77,170	$78,992
2	$70,954	$74,727	$76,632	$79,158	$81,099	$83,032
3	$74,592	$78,143	$80,126	$82,973	$85,027	$87,074
4	$78,229	$81,557	$83,620	$86,789	$88,955	$91,115
5	$81,867	$84,972	$87,114	$90,607	$92,884	$95,158
6	$85,505	$88,384	$90,608	$94,423	$96,811	$99,200
7	$89,143	$91,799	$94,103	$98,238	$100,740	$103,241
8	$92,781	$95,214	$97,597	$102,056	$104,668	$107,283
9	$96,418	$98,629	$101,092	$105,872	$108,597	$111,324
10	$100,056	$102,041	$104,586	$109,689	$112,525	$115,368
11		$105,456	$108,081	$113,504	$116,453	$119,408
12		$108,870	$111,574	$117,321	$120,381	$123,450
13		$115,111	$117,816	$123,563	$126,622	$129,690
14		$121,353	$124,058	$129,803	$132,864	$135,932
15		$127,593	$130,299	$136,045	$139,106	$142,173

SY28-29	3.25%	SNEA 15 STEP (Began after July 1, 2019)				
STEP	**B**	**M**	**M15**	**M30**	**M45**	**M60/DOC**
1	$69,504	$73,631	$75,512	$77,788	$79,679	$81,559
2	$73,260	$77,156	$79,123	$81,730	$83,734	$85,731
3	$77,017	$80,683	$82,730	$85,670	$87,790	$89,904
4	$80,772	$84,208	$86,338	$89,610	$91,846	$94,077
5	$84,528	$87,733	$89,945	$93,552	$95,903	$98,250
6	$88,283	$91,257	$93,553	$97,491	$99,958	$102,424
7	$92,040	$94,783	$97,161	$101,431	$104,014	$106,596
8	$95,796	$98,308	$100,769	$105,373	$108,070	$110,770
9	$99,551	$101,834	$104,377	$109,313	$112,126	$114,942
10	$103,308	$105,358	$107,985	$113,254	$116,182	$119,117
11		$108,883	$111,593	$117,193	$120,238	$123,288
12		$112,408	$115,200	$121,134	$124,293	$127,462
13		$118,852	$121,645	$127,578	$130,737	$133,905
14		$125,297	$128,090	$134,022	$137,182	$140,350
15		$131,740	$134,533	$140,466	$143,627	$146,794

SCHEDULE B - ROLE DIFFERENTIALS

	SY26-27 (2.75%)	SY27-28 (3.50%)	SY28-29 (3.25%)
Grade Leader K-3	$5,671	$5,869	$6,060
Grade Leader 4-5	$6,804	$7,042	$7,271
Grade Leader 6-8	$9,640	$9,977	$10,302

Department Heads and Directors will receive the stipend below according to their lane.

6-12 Department Heads: English, Math , Science, Social Studies, Guidance and Special Ed

K-12 Directors: Art, METCO, Music, Health and Wellness, World Language, Health Services and Guidance

	SY26-27 (2.75%)	SY27-28 (3.50%)	SY28-29 (3.25%)
Bachelor	$14,591	$15,101	$15,592
Bachelor +30	$16,491	$17,069	$17,623
Masters	$16,491	$17,069	$17,623
Bachelor +45	$16,800	$17,388	$17,953
Masters +15	$16,800	$17,388	$17,953
Masters +30	$17,519	$18,132	$18,721
Masters +45	$17,904	$18,531	$19,133
Masters +60	$18,238	$18,876	$19,490
DOC-1	$18,238	$18,876	$19,490

SCHEDULE C - EXTRA CURRICULAR ACTIVITY STIPENDS

CATEGORY 1

Club	SY25-26 - 3.00%	SY26-27 - 2.75%	SY27-28 - 3.5%	SY28-29 - 3.25%
Field School				
FS Student Council - 4th	$1,775	$1,824	$1,888	$1,949
FS Student Council - 5th	$1,775	$1,824	$1,888	$1,949
Middle School				
MS 6th Grade Student Council	$1,775	$1,824	$1,888	$1,949
MS 7th Grade Student Council	$1,775	$1,824	$1,888	$1,949
MS 8th Grade Student Council	$1,775	$1,824	$1,888	$1,949
MS Band Director	$1,434	$1,473	$1,525	$1,575
MS Chorus Director	$1,434	$1,473	$1,525	$1,575
MS DC Trip	$2,164	$2,224	$2,301	$2,376
MS Math Team - 1	$3,090	$3,175	$3,286	$3,393
MS Math Team - 2	$3,090	$3,175	$3,286	$3,393
MS Musical - Advisor/Director	$3,247	$3,336	$3,453	$3,565
MS Musical - Choreographer	$1,433	$1,472	$1,524	$1,573
MS Musical - Musical Director	$2,380	$2,446	$2,531	$2,614
MS Musical - Stage Design & Set Crew (1)	$1,433	$1,472	$1,524	$1,573
MS Musical - Stage Design & Set Crew (2)	$1,433	$1,472	$1,524	$1,573
MS One Act (6) - Director/Advisor	$1,407	$1,446	$1,496	$1,545
MS One Act (7&8) - Director/Advisor	$1,407	$1,446	$1,496	$1,545
MS One Act - Stage Design & Set Crew	$1,407	$1,446	$1,496	$1,545
MS Orchestra Director	$1,434	$1,473	$1,525	$1,575
MS Play - Advisor/Director	$2,137	$2,196	$2,273	$2,346
MS Play - Stage Design & Set Crew (1)	$1,083	$1,112	$1,151	$1,189
MS Play - Stage Design & Set Crew (2)	$1,083	$1,112	$1,151	$1,189
MS Student Activities Coordinator	$931	$957	$990	$1,022
MS Yearbook Club (combination of 2 stipends)	$4,275	$4,393	$4,546	$4,694
High School				
HS Advisory Coordinator - A	$2,110	$2,168	$2,244	$2,317
HS Advisory Coordinator - B	$2,110	$2,168	$2,244	$2,317
HS AP Exam Coordinator	$1,200	$1,233	$1,276	$1,318
HS Band Director	$2,137	$2,196	$2,273	$2,346
HS Cat's Den/Bookstore	$1,244	$1,278	$1,323	$1,366
HS Chorus Director (WHS Chorus, Concert Choir, Jazz Choir)	$2,137	$2,196	$2,273	$2,346
HS Class Advisor - Freshman A	$2,597	$2,668	$2,762	$2,852
HS Class Advisor - Freshman B	$2,597	$2,668	$2,762	$2,852
HS Class Advisor - Juniors A	$3,138	$3,224	$3,337	$3,446
HS Class Advisor - Juniors B	$3,138	$3,224	$3,337	$3,446
HS Class Advisor - Seniors A	$3,138	$3,224	$3,337	$3,446
HS Class Advisor - Seniors B	$3,138	$3,224	$3,337	$3,446

HS Class Advisor - Sophomore A	$3,138	$3,224	$3,337	$3,446
HS Class Advisor - Sophomore B	$3,138	$3,224	$3,337	$3,446
HS Director of Student Activities	$6,926	$7,116	$7,366	$7,605
HS Drama Musical - Director	$5,735	$5,893	$6,099	$6,297
HS Drama Musical - Choral Director	$2,164	$2,224	$2,301	$2,376
HS Drama Musical - Instrumental Director	$2,164	$2,224	$2,301	$2,376
HS Drama Musical - Technical Director	$2,164	$2,224	$2,301	$2,376
HS June Academy Coordinator - A	$2,435	$2,502	$2,589	$2,674
HS June Academy Coordinator - B	$2,435	$2,502	$2,589	$2,674
HS Math Team - A	$3,090	$3,175	$3,286	$3,393
HS Math Team - B	$1,442	$1,482	$1,534	$1,583
HS National Honor Society	$2,759	$2,835	$2,934	$3,030
HS Orchestra Director	$2,137	$2,196	$2,273	$2,346
HS Pep/Marching Director	$2,922	$3,002	$3,107	$3,208
HS Seal of Biliteracy	$0	$3,175	$3,287	$3,393
HS Spring Play - Technical Director	$1,623	$1,668	$1,726	$1,782
HS Student Council	$3,328	$3,420	$3,539	$3,654
HS Winter Play - Technical Director	$1,623	$1,668	$1,726	$1,782
HS Yearbook	$5,059	$5,198	$5,380	$5,555
HS Yearbook Editor - Business Advisor	$5,059	$5,198	$5,380	$5,555

CATEGORY 2

TITLE	SY26-27 (2.75%)	SY27-28 (3.5%)	SY28-29 (3.25%)
HS Cheerleader's Advisor*	$60.35/session	$62.46/session	$64.49/session
Saturday School Supervision	$51.34/session	$53.13/session	$54.86/session
Intramural Coaches	$60.35/session	$62.46/session	$64.49/session
After School Study Hall Monitors	$60.35/session	$62.46/session	$64.49/session
Ski Club Advisor	$60.35/session	$62.46/session	$64.49/session
Pool Director	$66.86/session	$69.20/session	$71.44/session
Director of Intramurals	$7,485	$7,747	$7,999

*Double session applies to away games where attendance by the advisor is required by the Principal.

CATEGORY 3

Extracurricular Activity Differentials - Category 3					
Total Advisor Hours Outside the School Day	**Group**	**SY25-26 - Group and Stipend (3.00%)**	**SY26-27 Group and Stipend (2.75%)**	**SY27-28 Group and Stipend (3.5%)**	**SY28-29 Group and Stipend (3.25%)**
15-25 hours	Group 1	$566.50	$582	$602	$622
26-40 hours	Group 2	$927.00	$952	$986	$1,018
41-60 hours	Group 3	$1,442.00	$1,482	$1,534	$1,583
61-90 hours	Group 4	$2,060.00	$2,117	$2,191	$2,262
91-120 hours	Group 5	$3,090.00	$3,175	$3,286	$3,393
121 or more hours	Group 6	$4,120.00	$4,233	$4,381	$4,524

Club	Group	SY25-26 Stipend (3.00%)	SY26-27 (2.75%)	SY27-28 (3.5%)	SY28-29 (3.25%)
Country School					
CS Acting Club	I	$566.50	$582	$602	$622
CS Art Club	I	$566.50	$582	$602	$622
CS Garden Club	I	$566.50	$582	$602	$622
CS Green Team	I	$566.50	$582	$602	$622
Woodland School					
WS Acting Club	I	$566.50	$582	$602	$622
WS Art Club	I	$566.50	$582	$602	$622
WS Garden Club	I	$566.50	$582	$602	$622
WS Green Team	I	$566.50	$582	$602	$622
Field School					
FS Ally Group - 4th	I	$566.50	$582	$602	$622
FS Ally Group - 5th	I	$566.50	$582	$602	$622
FS Art Club - Session 1	I	$566.50	$582	$602	$622
FS Art Club - Session 2	I	$566.50	$582	$602	$622
FS Art Club - Session 3	I	$566.50	$582	$602	$622
FS Board/Card Games	I	$566.50	$582	$602	$622
FS FLL Robotics Supervisors		$4,500	$4,624	$4,786	$4,941
FS Garden Club	I	$566.50	$582	$602	$622
FS Grand Conversations - 4th	I	$566.50	$582	$602	$622
FS Grand Conversations - 5th	I	$566.50	$582	$602	$622
FS Green Leadership Team	II	$1,442	$1,482	$1,534	$1,583
FS Maker Space - Session 1	I	$566.50	$582	$602	$622
FS Maker Space - Session 2	I	$566.50	$582	$602	$622
FS Math Club - Session 1	I	$566.50	$582	$602	$622
FS Math Club - Session 2	I	$566.50	$582	$602	$622

FS Math Club - Session 3	I	$566.50	$582	$602	$622
FS Theater Club - Session 1	I	$566.50	$582	$602	$622
FS Theater Club - Session 2	I	$566.50	$582	$602	$622
FS Yoga (Morning)	I	$566.50	$582	$602	$622
Middle School					
MS Art Club	III	$1,442	$1,482	$1,534	$1,583
MS Asian Affinity Club	III	$1,442	$1,482	$1,534	$1,583
MS Black Student Union	III	$1,442	$1,482	$1,534	$1,583
MS Book Club	II	$927	$952	$986	$1,018
MS Chess Club	III	$1,442	$1,482	$1,534	$1,583
MS Community Service	III	$2,060	$2,117	$2,191	$2,262
MS Dance Club		$0	$0	$0	$0
MS FLL Robotics Supervisor		$4,500	$4,624	$4,786	$4,941
MS FTC Robotics Supervisor		$7,000	$7,193	$7,444	$7,686
MS Game Club	III	$1,442	$1,482	$1,534	$1,583
MS Garden Club	III	$1,442	$1,482	$1,534	$1,583
MS Gender-Sexuality Alliance	II	$2,060	$2,117	$2,191	$2,262
MS Green Team	II	$927	$952	$986	$1,018
MS Newspaper Club	III	$1,442	$1,482	$1,534	$1,583
MS Ping Pong Club		$0	$0	$0	$0
MS Science Club Advisor		$0	$0	$0	$0
MS Sources of Strength Coordinator/Advisor	VI	$2,060	$2,117	$2,191	$2,262
High School					
HS (WHS) Ambassadors	I	$927	$952	$986	$1,018
HS Animal Care Club		$0	$0	$0	$0
HS Asian Student Union	I	$566.50	$582	$602	$622
HS Best Buddies		$0	$0	$0	$0
HS Biobuilder Club	II	$1,442	$1,482	$1,534	$1,583
HS Biology Olympiad Club	II	$1,442	$1,482	$1,534	$1,583
HS Black Student Union		$566.50	$582	$602	$622
HS Bridge Club		$0	$0	$0	$0
HS Buddy to Buddy	II	$0	$1,482	$1,534	$1,583
HS Christian Student Union	I	$0	$952	$986	$1,018
HS Coding Club		$0	$0	$0	$0
HS Cooking to Connect	I	$566.50	$582	$602	$622
HS Create for Kids		$0	$582	$602	$622
HS Dana-Farber/Jimmy Fund Club		$0	$0	$0	$0
HS Debate	VI	$4,120	$4,233	$4,381	$4,524
HS DECA Business Club	VI	$4,120	$4,233	$4,381	$4,524
HS Dungeons and Dragons Club	I	$566.50	$582	$602	$622
HS Empower Initiative	IV	$2,060	$2,117	$2,191	$2,262
HS Financial Literacy Club		$0	$0	$0	$0
HS Garden		$0	$582	$602	$622

HS Gender Sexuality Alliance	I	$927.00	$952	$986	$1,018
HS Girl Up!		$0	$0	$0	$0
HS Green Team	I	$566.50	$582	$602	$622
HS Hanfu		$0	$0	$0	$0
HS HOSA		$0	$582	$602	$622
HS International Food	I	$566.50	$582	$602	$622
HS Jewish Student Union		$0	$0	$0	$0
HS K Pop	I	$566.50	$582	$602	$622
HS Key Club	I	$566.50	$582	$602	$622
HS Latin Club	I	$927	$952	$986	$1,018
HS Literary Magazine, The Current	i	$556.50	$572	$592	$611
HS Little Helping Hand	I	$566.50	$582	$602	$622
HS Mock Trial	III	$0	$1,482	$1,534	$1,583
HS Model UN	IV	$2,060	$2,117	$2,191	$2,262
HS Poetry Club		$0	$0	$0	$0
HS Pralines (WHS female a cappella group)	I	$1,442	$1,482	$1,534	$1,583
HS Pumpkin Festival	I	$927	$952	$986	$1,018
HS Quiz Bowl	VI	$2,060	$2,117	$2,191	$2,262
HS Quiz Bowl - Nationals Stipend		$1,030	$1,058	$1,095	$1,131
HS Rotary Interact Club		$0	$0	$0	$0
HS Science Team	VI	$4,120	$4,233	$4,381	$4,524
HS Simply Science		$0	$0	$0	$0
HS Student Government Day		$0	$0	$0	$0
HS Student Library Advisory		$0	$0	$0	$0
HS Student Welfare Advocates	I	$566.50	$582	$602	$622
HS Students for Environmental Action	I	$927	$952	$986	$1,018
HS Team AC (WHS co-ed a cappella group)	I	$927	$952	$986	$1,018
HS Town Criers (WHS male a cappella)	II	$2,060	$2,117	$2,191	$2,262
HS Ultimate Club	IV	$3,090	$3,175	$3,286	$3,393
HS Wellness		$0	$1,058	$1,095	$1,131
HS Weston Music Collective	III	$1,442	$1,482	$1,534	$1,583

SCHEDULE D - COACHING STIPENDS

Coaches will be paid the current intramural per diem rate for each day or practice and/or tournament play after their opening round post-season tournament day. For swimming, the sectional meet will serve as the opening round. For wrestling, the divisional meet will serve as the opening round. For both swimming and wrestling, post-season play will be capped at seven (7) days per coach.

The following categories of additional payments are established:

A. A person who actively coaches 4 years of the same sport in Weston will receive a one-time payment equal to the value of one (1) point at the conclusion of the sport's season of the 4th year of coaching.

B. A person who actively coaches 8 years of the same sport in Weston will receive a one-time payment equal to the value of three (3) points at the conclusion of the sport's season of the 8th year of coaching.

C. A person who actively coaches 12 years of the same sport in Weston will receive a one-time payment equal to the value of five (5) points at the conclusion of the sport's season of the 12th year of coaching.

D. A person who actively coaches 16 years of the same sport in Weston will receive a one-time payment equal to the value of seven (7) points at the conclusion of the sport's season of the 16th year of coaching.

E. A person who actively coaches 20 years of the same sport in Weston will receive a one-time payment equal to the value of nine (9) points at the conclusion of the sport's season of the 20th year of coaching.

F. A person who actively coaches 24 years of the same sport in Weston will receive a one-time payment equal to the value of eleven (11) points at the conclusion of the sport's season of the 24th year of coaching.

G. A person who actively coaches 28 years of the same sport in Weston will receive a one-time payment equal to the value of thirteen (13) points at the conclusion of the sport's season of the 28th year of coaching.

H. A person who actively coaches 32 years of the same sport in Weston will receive a one-time payment equal to the value of fifteen (15) points at the conclusion of the sport's season of the 32nd year of coaching. For every four additional years the person actively coaches the same sport, the person will receive a one-time payment equal to the value of fifteen (15) points at the conclusion of the sport's season at the end of every additional four-year period.

A "sport" is defined as coaching a sport listed in Schedule D; that is, not club sports or intramural. The same "sport" shall mean the sports listed by group in Schedule D. For example, any sport listed under "Soccer" shall mean the "same sport." The point values are:

School Year 2025-2026 (3.00%): $243.81
School Year 2026-2027 (2.75%): $250.51
School Year 2027-2028 (3.50%): $259.28
School Year 2028-2029 (3.25%): $267.70

FALL SPORTS	L	SY26-27 - 2.75%	SY27-28 - 3.5%	SY28-29 - 3.25%
FOOTBALL				
Varsity Head Football	1	$11,724	$12,134	$12,528
Varsity Football Assistant #1	4	$6,847	$7,087	$7,317
Varsity Football Assistant #2	4	$6,847	$7,087	$7,317
Junior Varsity Football	4	$6,422	$6,647	$6,863
Junior Varsity Football Asst	4	$5,240	$5,424	$5,600
Middle School Football	8	$4,229	$4,377	$4,519
Middle School Football Assistant	9	$3,859	$3,994	$4,124
SOCCER				
Varsity Boys Soccer	3	$8,620	$8,921	$9,211
Varsity Girls Soccer	3	$8,620	$8,921	$9,211
Junior Varsity Boys Soccer	6	$5,504	$5,697	$5,882
Junior Varsity Girls Soccer	6	$5,504	$5,697	$5,882
Freshman Boys Soccer	7	$4,525	$4,683	$4,836
Freshman Girls Soccer	7	$4,525	$4,683	$4,836
Middle School Boys Soccer A	9	$3,859	$3,994	$4,124
Middle School Girls Soccer A	9	$3,859	$3,994	$4,124
Middle School Boys Soccer B	10	$3,323	$3,439	$3,551
Middle School Girls Soccer B	10	$3,323	$3,439	$3,551
FIELD HOCKEY				
Varsity Field Hockey	3	$8,620	$8,921	$9,211
Junior Varsity Field Hockey	6	$5,504	$5,697	$5,882
Freshman Field Hockey	7	$4,525	$4,683	$4,836
Middle School Field Hockey A	9	$3,859	$3,994	$4,124
CROSS COUNTRY				
Varsity Cross Country	6	$5,504	$5,697	$5,882
Varsity Cross Country Assistant	8	$4,229	$4,377	$4,519
Middle School Cross Country	10	$3,323	$3,439	$3,551
Middle School Cross Country Assistant		$839	$869	$897
VOLLEYBALL				
Varsity Volleyball	3	$8,620	$8,921	$9,211
Junior Varsity Volleyball	6	$5,504	$5,697	$5,882
GOLF				
Varsity Golf	6	$5,504	$5,697	$5,882

WINTER SPORTS	L	SY26-27 - 2.75%	SY27-28 - 3.5%	SY28-29 - 3.25%
BASKETBALL				
Varsity Boys Basketball	2	$9,358	$9,686	$10,001
Varsity Girls Basketball	2	$9,358	$9,686	$10,001
Junior Varsity Boys Basketball	5	$6,176	$6,392	$6,600
Junior Varsity Girls Basketball	5	$6,176	$6,392	$6,600
Freshman Boys Basketball	7	$4,525	$4,683	$4,836
Freshman Girls Basketball	7	$4,525	$4,683	$4,836
Middle School Boys Basketball A	9	$3,859	$3,994	$4,124
Middle School Girls Basketball A	9	$3,859	$3,994	$4,124
Middle School Boys Basketball B	10	$3,323	$3,439	$3,551
Middle School Girls Basketball B	10	$3,323	$3,439	$3,551
ICE HOCKEY				
Varsity Ice Hockey	2	$9,358	$9,686	$10,001
Varsity Ice Hockey Assistant	5	$6,176	$6,392	$6,600
SWIMMING				
Varsity Swimming	2	$9,358	$9,686	$10,001
Varsity Swimming Assistant #1	5	$6,176	$6,392	$6,600
Varsity Swimming Assistant #2	7	$4,525	$4,683	$4,836
INDOOR TRACK				
Varsity Indoor Track	2	$9,358	$9,686	$10,001
Varsity Indoor Track Assistant	5	$6,176	$6,392	$6,600
Varsity Indoor Track Assistant #2	7	$4,525	$4,683	$4,836
WRESTLING				
Varsity Wrestling	2	$9,358	$9,686	$10,001
Varsity Wrestling Assistant	5	$6,176	$6,392	$6,600
Varsity Wrestling Assistant #2	7	$4,525	$4,683	$4,836

SPRING SPORTS		SY26-27 - 2.75%	SY27-28-3.5%	SY28-29-3.25%
BASEBALL				
Varsity Baseball	3	$8,620	$8,921	$9,211
Junior Varsity Baseball	6	$5,504	$5,697	$5,882
Middle School Baseball A	9	$3,859	$3,994	$4,124
Middle School Baseball B	10	$3,323	$3,439	$3,551
LACROSSE				
Varsity Boys Lacrosse	3	$8,620	$8,921	$9,211
Varsity Girls Lacrosse	3	$8,620	$8,921	$9,211
Junior Varsity Boys Lacrosse	6	$5,504	$5,697	$5,882
Junior Varsity Girls Lacrosse	6	$5,504	$5,697	$5,882
Freshman Boys Lacrosse	7	$4,525	$4,683	$4,836
Freshman Girls Lacrosse	7	$4,525	$4,683	$4,836
SOFTBALL				
Varsity Softball	3	$8,620	$8,921	$9,211
Junior Varsity Softball	6	$5,504	$5,697	$5,882
Middle School Softball A	9	$3,859	$3,994	$4,124
Middle School Softball B	10	$3,323	$3,439	$3,551
TENNIS				
Varsity Boys Tennis	5	$6,176	$6,392	$6,600
Varsity Girls Tennis	5	$6,176	$6,392	$6,600
Junior Varsity Boys Tennis	7	$4,525	$4,683	$4,836
Junior Varsity Girls Tennis	7	$4,525	$4,683	$4,836
Middle School Tennis A	9	$3,859	$3,994	$4,124
OUTDOOR TRACK				
Varsity Outdoor Track	2	$9,358	$9,686	$10,001
Varsity Outdoor Track Assistant #1	5	$6,176	$6,392	$6,600
Varsity Outdoor Track Assistant #2	6	$4,110	$4,254	$4,392
Varsity Outdoor Track Assistant #2	6	$1,394	$1,443	$1,490
Varsity Outdoor Track Field Assistant	6	$5,504	$5,697	$5,882
Middle School Outdoor Track	9	$3,859	$3,994	$4,124
Middle School Outdoor Track Assistant	10	$3,323	$3,439	$3,551

APPENDIX B - TEACHER EVALUATION

The goal of teacher evaluation is to identify strengths and weaknesses in teacher performance in order to improve instruction, to encourage professional growth, and to assist in making personnel decisions. Evaluation will include all aspects of a teacher's total performance, both in the performance of their main assignment and in their total professional responsibilities. Teachers shall be evaluated in accordance with the evaluation instrument as agreed to and incorporated by reference.

Section 1. PURPOSE OF EDUCATOR EVALUATION

A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

Section 2. DEFINITIONS

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

B) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, occupational therapists, physical therapists, and some reading specialists and special education teachers.

C) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, observations, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

E) **Educator(s)**: Inclusive term that applies to all classroom teachers, related service providers, department heads, curriculum coordinators, and other members of the WEA, unless otherwise noted.

F) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance

rating, and the rating impact on student learning, growth, and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv. **Improvement Plan** shall mean a plan developed by the Evaluator up to one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

G) **DESE:** The Massachusetts Department of Elementary and Secondary Education

H) **Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

I) **Evaluator**: Any person designated by a superintendent who has responsibility for observation or evaluation and who has successfully completed a professional learning program (see 603 CMR 35.11(7)) and is responsible for judging professional practice. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. Each classroom teacher and caseload educator will have one evaluator responsible for determining performance ratings, although other evaluators may participate in the evaluation process by completing visits of practice. The classroom teacher and caseload educator shall be apprised of their evaluator at the beginning of the academic year. Each classroom teacher and caseload educator who is assigned to more than one building will be evaluated by the appropriate licensed administrator where the individual is primarily assigned or assigned most of the time. The principal of each building in which the classroom teacher and caseload educator serve must review and sign the evaluation. The evaluator shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established.

J) **Evaluation Cycle**: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting, analysis and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

K) **Experienced Educator**: An educator with Professional Teacher Status (PTS).

L) **Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

M) **Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

N) **Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

O) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.

P) **Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

Q) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

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

- **Exemplary**: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- **Proficient**: the Educator's performance fully and consistently meets the requirements of a standard or overall.
- **Needs Improvement**: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- **Unsatisfactory**: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.**

S) **Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and/or supplemental to 603 CMR 35.00.

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

U) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment
ii) Standard 2: Teaching All Students
iii) Standard 3: Family and Community Engagement
iv) Standard 4: Professional Culture
v) Attainment of Professional Practice Goal(s)
vi) Attainment of Student Learning Goal(s)

V) **Rubric**: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) **Standards**: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) **Indicators**: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) **Elements**: Defines the individual components under each indicator

iv) **Descriptors**: Describes practice at four levels of performance for each element.

W) **Self-Assessment**: The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. 603 CMR 35.06 (2) The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03(2)(b) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a)

X) **Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. 603 CMR 35.08(3). To be rated Proficient overall, a teacher shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers, 603 CMR 35.03(1) and 35.03(2).

Y) **Superintendent**: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

Z) **Trends in student learning**: At least three (3) years of data from locally bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

AA) **Visit of Practice:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least fifteen (15) minutes in duration by the Evaluator and may include examination of artifacts of practice. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon written protocols. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in feedback to the Educator, are not observations as defined in this Article. A visit of practice can also be composed of multiple mini-observations at the administrator's discretion, totaling a cumulative of 15 minutes over multiple observations, all centered around a common standard or goal.

Section 3. EVIDENCE USED IN EVALUATION

The following categories of evidence shall be used in evaluating each Educator, development of which shall be negotiated by the parties:

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects

iii) Statewide growth measure(s) where available, including but not limited to the MCAS Student Growth Percentile and WIDA ACCESS scores; and

iv) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement as negotiated between the parties. The measures shall be based on the Educator's role and responsibility.

B) Observations and artifacts of practice including;

i) Visits of Practice as defined in #10 below.

ii) Examination of Educator work products.

iii) Examination of student work samples.

C) Other Evidence, including but not limited to:

i) Evidence compiled and presented by the Educator, including:

1) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
2) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s); and

iv) Student Feedback, pursuant to #19 below.

Section 4. **RUBRIC**

A) The new DESE Model Rubrics (Classroom Teacher Rubric, Specialized Instructional Support Personal (SISP) Rubric, and School Level Administrator Rubric, excluding indicator IIC, Student Learning in the Classroom Teacher Rubric and indicator IE in the School Level Administrator Rubric will constitute a scoring tool used for the Evaluator's self-assessment, formative assessment, formative evaluation and summative evaluation.

B) Any newly hired Educator who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one (1) month of the date of hire. This learning activity shall occur during the contractual work day. The

district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

Section 5. **EVALUATION CYCLE: ANNUAL ORIENTATION**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided when the availability and use of technology permit.

iv) The faculty meeting may be recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.

Section 6. **Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing a self-assessment and bringing it to the goal setting meeting with the Evaluator. This meeting should take place by October 15th or within six weeks of the start of their employment at the school.

ii) The self-assessment includes:

1) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility, pursuant to #20 below.

2) An assessment of practice against each of the four Performance Standards of effective practice using one of DESE's Model Rubrics.

3) Proposed goals to pursue as described below.

B) Proposing the goals

i) Educators should meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 15th (or within six weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.

iii) Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address team goals.

Section 7. **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined pursuant to #20, below.

Evaluators and Educators shall consider creating team goals. The evaluator retains final authority over goals to be included in an educator's plan.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement, whether they be individual or team goals.

iv) For educators with Professional Teacher Status with ratings of Proficient and Exemplary, the professional practice goal may be a team goal. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

D) The Evaluator and Educator complete the Educator Plan at the Goal Setting Meeting. This meeting shall take place by October 15th. The plan will be completed on the district tool. The Educator and Evaluator shall electronically sign the Educator Plan. The Educator's signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan. The Educator may include a written response to the plan.

***Section 8.* Evaluation Cycle: Visits of Practice**

Teachers will be observed a minimum number of times as follows:

Number of Visits of Practice for Educators

Educators Full Time Equivalency	Minimum Number of Visits of Practice Per Year	
	Developing Educator Plan, Directed Growth Plan, Improvement Plan	Self-Directed Growth Plan
1.0 to 0.75 (but not including 0.75)	3	2
0.75 to 0.5 (including 0.5)	3	2
Below 0.5	2	2

Educators who begin work before the 90th day of the school year will have the number of visits of practice listed in the table above. Educators who begin work on or after the 90th day of the school year will have half of the number of visits of practice listed in the table above. An educator at an FTE of 0.75 to 0.5 (but not including 0.5) who begins work on or after the 90th day of the school year will have 2 visits of practice.

Number of Visits of Practice for Teacher-Leaders

Leadership Role	Visits of Practice Per Teaching Year	Visits of Practice of Leadership Per Year
Elementary Grade Leaders, Middle School Grade/House Directors	2	2
6-12 Department Heads and K-12 Directors	2	2
Nurse Leader and Elementary Curriculum Specialists/Coordinators	2	2

The leadership summative rubric will be completed at the end of every school year for leaders who have three or fewer years of leadership experience in Weston. The leadership summative rubric will be completed at the end of every other school year, on a two-year cycle, for leaders who have over three years of leadership experience in Weston.

***Section 9.* Visits of Practice**

The Evaluator's first visit of practice of the Educator shall take place by November 15th. Visits of practice required by the Educator Plan should be completed by May 15th to the extent practicable.

The Evaluator is not required nor expected to review all the indicators in a rubric during a visit of practice. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A) Visits of Practice

i) A visit of practice is a visit of at least 15 minutes in duration. A visit of practice can also be composed of multiple mini-observations at the administrator's discretion, totaling at least 15 minutes, all centered around a common standard or goal.

ii) A visit of practice shall be announced or unannounced, at the discretion of the Evaluator.

iii) Within 4 school days after the visit of practice, the evaluator and educator will have a conversation about the visit of practice. At least 2 of the conversations must be a face-to-face conversation. The other conversations can be something other than face-to-face (email, etc).

iv) Within 4 school days after the conversation, the evaluator will submit notes of the visit of practice on the district tool. The Evaluator will assess the walk-through on the district tool, as Exemplary, Proficient, Needs Improvement or Unsatisfactory. For any visit of practice assessed as Needs Improvement or Unsatisfactory, the Evaluator will indicate which specific indicators were observed as Needs Improvement or Unsatisfactory.

v) If the conversation was not a face-to-face meeting and the visit of practice was assessed as Needs Improvement or Unsatisfactory, a follow-up face-to-face conversation within 4 school days after submitting the notes and assessment on the district tool should take place between the evaluator and educator.

vi) For any standard where the Educator's practice was found to be Needs Improvement or Unsatisfactory, the feedback must:

1) Describe the basis for the Evaluator's judgment.
2) Describe actions the Educator should take to improve their performance.
3) Identify support and/or resources the Educator may use in their improvement.
4) State that the Educator is responsible for addressing the need for improvement.
5) The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.
6) The Educator may include a written response to the visit of practice notes on the district tool.
7) An educator may request additional visits of practice.

Section 10. **Evaluation Cycle: Formative Assessment for 1 year cycles**

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

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed.

C) The Mid-Cycle Assessment report provides written feedback to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) By January 17th, The Educator may provide to the Evaluator evidence of the Educator's performances against the four Performance Standards.

E) The Evaluator shall complete the Mid-Cycle Assessment report on the district tool and share the report with the Educator at a face-to-face meeting by January 31st. This face-to-face meeting may be combined with a meeting after a visit of practice.

F) The Educator may reply in writing to the Mid-Cycle Assessment report within four (4) school days of the Mid-Cycle Assessment meeting. The Educator's reply shall be on the district tool.

G) The Educator shall electronically sign the Mid-Cycle Assessment report within 4 school days of receiving the report. The signature indicates that the Educator received the Mid-Cycle Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Mid-Cycle Assessment Report, the Evaluator may change the activities in the Educator Plan.

I) A change in the evaluation rating from the summative to the next formative evaluation/assessment shall be based on the evidence collected by the evaluator and provided by the educator.

J) After the Mid-Cycle evaluation in which the educator is rated less than proficient, the educator may request a contributing evaluator perform a formal visit of practice to be used as evidence in the educator's summative evaluation.

Section 11. **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

A) Educators on two year Self-Directed Growth Educator Plans receive a PTS End-of-Year 1 report no later than June 1st of the first year of the two-year cycle.

B) By May 18th, the Educator shall complete the Collection of Evidence form on the district tool.

C) The Evaluator shall complete the PTS End-of-Year 1 report on the district tool and share the report with the Educator at a face-to-face meeting by June 1st. This face-to-face meeting may be combined with a meeting after a visit of practice.

D) The Educator may reply in writing to the PTS End-of-Year 1 report within four (4) school days of the PTS End-of-Year 1 meeting. The Educator's reply shall be on MyLearningPlan.com, or some other online tool.

E) The Educator shall electronically sign the PTS End-of-Year 1 report within 4 school days of receiving the report. The signature indicates that the Educator received the PTS End-of-Year 1

report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

F) As a result of the PTS End-of-Year 1 Report, the Evaluator may change the activities in the Educator Plan.

G) A change in the evaluation rating from the summative to the next formative evaluation/assessment shall be based on the evidence collected by the evaluator and provided by the educator.

H) After the PTS End-of-Year 1 meeting and upon request of the educator, the District shall make a good faith effort to assign a trained supervisor to perform a formal observation to be used as evidence in the educator's summative evaluation.

Section 12. **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one-year Educator Plan, the summative report must be written and provided to the Educator by May 15th. For Educators on a two-year Educator Plan, the summative report must be written and provided to the Educator by June 1st.

B) The Evaluator determines a rating on each standard based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals. In determining the overall rating, the Evaluator shall give equal weight to the four standards and attainment of goals.

C) The Evaluator shall determine the summative rating that the Educator receives. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and review the rating with the Evaluator and the Supervisor shall confirm or revise the Evaluator's rating of the Educator.

D) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards.

F) No less than two weeks before the due date for the Summative Evaluation report, the Educator may complete the Collection of Evidence form on the district tool. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

H) The Evaluator shall share a signed copy of the Summative Evaluation report completed on the district tool to the Educator at a meeting, by May 15th for Educators on a one-year cycle and by June 1st for Educators on a two-year cycle.

I) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

J) The Educator shall electronically sign for the receipt of final Summative Evaluation within 4 days of receiving the evaluation. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion.

K) The Educator shall have the right to respond on the district tool to the Summative Evaluation. The Educator's response shall become part of the final Summative Evaluation report.

L) A hard copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

Section 13. **Educators Plans - General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and student achievement. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals that include specified professional development, self-study, and coursework, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any training and professional development provided through the state, district, or other providers in accordance with the Educator Plan. These activities shall be paid for by the District, and shall take place within the contractual workday when appropriate.

Section 14. **Educator Plans: Developing Educator Plan**

A) The Developing Educator Plan is for all Educators without PTS, and educators working the first year in a new program or under a different educator license.

B) The Educator shall be evaluated at least annually.

Section 15. **Educator Plans: Self-Directed Growth Plan**

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A PTS End-of-Year 1 report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

Section 16. **Educator Plans: Directed Growth Plan**

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. The Evaluator and Educator shall meet to establish the Directed Growth Plan. The Educator may request a Union representative attend the meeting for support and notetaking.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) If an educator receives a formative assessment or formative evaluation that differs from the summative rating the educator had received at the beginning of the evaluation cycle, the evaluator may place the educator on a Self-Directed Growth Plan or an Improvement Plan, appropriate to the new rating.

D) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.

E) An Educator on a Directed Growth Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the District Growth Plan.

F) The Directed Growth Plan shall define the problem(s) of practice areas for improvement identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve, and the assistance to be provided to the Educator by the district. The timeline of the plan shall be reasonable in order to provide the educator with sufficient time to demonstrate progress towards the goals outlined in the plan.

G) The Directed Growth plan shall include the following elements:

i) Define the Directed Growth plan goals directly related to the performance standard(s), indicator(s), elements(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii)Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s).

vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,

vii) Include the signatures of the Educator and Evaluator.

Section 17. **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory on a formative evaluation or summative evaluation.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan ranging from a minimum of sixty calendar days to no more than one school year, in the administrator's exclusive discretion. The parties agree that it is best practice to allow as much time as practicable for an Educator to demonstrate progress based on the scope of the goals outlined in the Plan.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator is entitled to have a representative of the Association attend the meeting(s).

iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s), indicator(s), elements(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of Improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,

vii) Include the signatures of the Educator and Evaluator.

viii) If there is no agreement on the contents of the plan, the Association may submit the issue to expedited mediation and arbitration through the American Arbitration Association.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Educator's status at the conclusion of the Improvement Plan:

i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

1. If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
2. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

3. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

Section 18. **Timelines**

Activity:	**Completed By:**
Non-PTS Educators on 1 Year Developing Plans	
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with Educators in teams or individually to establish and complete Educator Plans	October 15
Evaluator should complete first visit of practice of each Educator	November 15
Non-PTS Educator shall submit to the Evaluator evidence of the Educator's performance based on the four Performance Standards	January 17
Evaluator should complete second visit of practice of each Educator.	January 31
Evaluator meets with Non-PTS Educator to share Mid-Cycle Report	January 31
Educators on self-directed growth plans may submit a collection of evidence form. All other educators must submit a collection of evidence form.	May 1
Evaluator meets with Educator to share Summative Evaluation Report	May 15
Educator signs Summative Evaluation Report and adds optional response	May 19
PTS Educators on 2-Year Self-Directed Growth Plans	
PTS Educator may submit to the Evaluator evidence of the Educator's performance based on the four Performance Standards.	June 1 of Year 1 and Year 2
Evaluator meets with Educator to share PTS End-of-Year 1 Report	June 1 of Year 1
Evaluator meets with Educator to share Summative Evaluation Report	June 1 of Year 2
Educator signs Summative Evaluation Report and adds optional response	June 5 of Year 2

Educators on Plans of Less than One Year

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

***Section 19.* Using Student Feedback in Educator Evaluation**

In accordance with 603 CMR 35.07(1)(c)(2), the parties agree that student feedback may be used as evidence relevant to one or more Performance Standards, subject to agreement by In this case, an agreement would have to be reached between the WEA and Administration. The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality.

***Section 20.* General Provisions**

A) Only those who are licensed may serve as Evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator, or use of staff in support of an Evaluator or administrator.

C) The superintendent shall ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) The parties agree to establish a joint labor-management evaluation team that shall review the evaluation process and procedures upon request of either party.

E) For any deadline in the evaluation process that falls on a non-school day, the deadline will be the next school day that occurs after the deadline.

F) A violation of this article that has a direct impact on an Educator's final summative evaluation is subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

Administrators shall generally only have access to the evaluation materials of staff within their purview, except for District administrators.