

**AGREEMENT**

**between**

**THE WESTON SCHOOL COMMITTEE**

**and**

**THE WESTON EDUCATION ASSOCIATION**

**(UNIT A)**

**2010-2013**

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2010-2013

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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, psychologists, speech therapists, METCO Director, reading and learning center teachers, generic specialists, academic liaisons, social worker, secondary department heads, technology specialists, and school nurses; but not including: superintendent, assistant superintendent, principals, assistant principals, director of student services, assistant to the director of student services, athletic director, physicians, network managers and technicians, aides, para-professional assistants, secretaries, full or part-time tutors, 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.

**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 his 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 his 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 his 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, he 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
  - 1. 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;"
  - 2. 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;
  - 3. 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;
  - 4. 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 his 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; and upon written request to the Superintendent by the teacher involved, the teacher's personnel file will be forwarded to the School Committee for review by the School Committee of the Superintendent's action with respect to the failure to renew the contract of or failure to re-appoint the teacher involved.
  - 5. 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 his request before the principal or Superintendent under General Laws Chapter 71, Section 42, as amended.

- 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.** a) All full-time teachers will be entitled to 15 days sick leave per year. Each teacher will be credited with 15 days at the time of his initial employment (see special provision below for experienced teachers) 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. Paid sick leave days are subject to satisfactory medical evidence when required 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 17 days sick leave per year.

**Section 2.** A teacher who is absent because of an injury arising out of his duties as a teacher in the Weston Public Schools will not have such absence deducted from his 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 his 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.** 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 his 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 his designee with a statement from his previous Superintendent(s) verifying his attendance record during eligible teaching years. The provisions of this paragraph apply only to teachers hired after September 1, 1970. In addition, they apply to teachers whose previous teaching experience was in Weston.

**Section 4.** Each teacher will receive annual notice of his accrued sick leave no later than November 1 of each school year.

**Section 5.** A teacher will be notified when his absences exceed his accumulated sick leave.

## **ARTICLE V**

### **SICK LEAVE BANK**

**Section 1.** 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 his sick leave, both current and accumulated, as provided in the ARTICLE entitled SICK LEAVE and who is unable to perform his 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.** 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.** Any member of Unit A who seeks sick leave days under the Sick Leave Bank will by himself or by another person authorized to act on his 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 he 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, he 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.** 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 him promptly of any changes in membership.

**Section 5.** 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 his 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.** 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 EMPLOYMENT. No person will receive awards from the Sick Leave Bank in more than two consecutive teacher years for the same illness or injury unless the Superintendent and Sick Leave Bank Committee so agree.

**Section 7.** 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 award. Subject to the conditions of this ARTICLE, all decisions of the Sick Leave Bank Committee are final and binding.

**Section 8.** During and upon return from such leave, a Unit A member will be considered as if actively employed by the School Committee during the leave and all rights and benefits to which the person is entitled will be credited and available to him. Nothing herein will affect the requirements of service as set forth in Chapter 71, Section 41 of the General Laws of the Commonwealth of Massachusetts.

## ARTICLE VI

### SABBATICAL LEAVE

**Section 1.** 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.** 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.** 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 he would have been entitled had he continued in his 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 his 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 he is 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 him. 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 he held immediately prior to his sabbatical leave unless his application for transfer or promotion is approved.

**Section 4.** Before beginning the sabbatical leave, the teacher will enter into a written agreement with the School Committee that upon termination of such leave he 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, he will refund to Weston an amount equal to such proportion of salary received by him 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 his failure to serve the time as stipulated be due to his illness, disability, or death, or if he be discharged from his position by the School Committee, or for any other reason deemed appropriate by the School Committee.

**Section 5.** Requests for sabbatical leave will be made on or before December 15 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 15 of the school year in which the request is submitted.

**Section 6.** 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 application.

## **ARTICLE VII**

### **LEAVES AND OTHER ABSENCES WITH PAY**

**Section 1.** A teacher will be entitled to be absent, without loss of pay, for so much of a school day as is reasonably necessary to attend to the matters set forth herein up to a total of five full school days in one school year. When possible, the teacher will notify the building principal or Superintendent at least three school days prior to the taking of such leave and will indicate the purpose for which such leave is being taken and the amount of time requested for such absence:

- A. Death or serious illness in the immediate family. (Immediate family for the purpose of this ARTICLE is defined to mean father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, wife, husband, child, grandparents, or other relatives residing within the household of the employee.)
- B. Commencement exercises, weddings, or confirmation for the employee or members of his immediate family, the day of family moving or other urgent household obligations, birth (or adoption) of a child, taking a child to college or other significant family experience, accidents, to the extent that absence is reasonably required
- C. Other reasons of comparable importance to those specified in A and B above as approved by the principal.
- D. Any teacher who, for reasons which are highly personal and sensitive, requires the need of one (1) day of the five days will inform the principal of the necessary date and indicate only that it is highly personal and sensitive.

**Section 2.** In addition to the five 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 to meet religious holy days, legal commitments and transactions such as Selective Service examination or court and other legal appearances. Court appearance in connection with jury duty or Weston employment will not be charged against these five days. Bereavement for any death in the immediate family will be allowed for a maximum of seven days and will not be charged against the number of days specified in Section 1.

**Section 3.** 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.

**Section 4.** 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 his 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 5.** Additional leaves and absences with pay may be granted to members of the professional staff by decision of the School Committee or its designee at their discretion. A teacher whose request, pursuant to Section 1C, Section 3, or Section 5 of this ARTICLE, is disapproved by the principal or other supervisor may appeal to the Superintendent, who will make the final decision at his sole discretion.

**Section 6.** 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 7.** 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 his normal workload during the regular school year. At the junior and senior 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 other duties, the use of aides, clerical help, or other arrangements mutually agreed upon.

**Section 8.**

- 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 his status as a full-time member of the faculty.
- D. The School Committee 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.** 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 preceding the first school year in which the leave will be taken. Requests for 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.** 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.** 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.** A PTS teacher who is awarded a leave of absence under this ARTICLE will, except in the event of a reduction of staff during his absence, be assured of a position as a teacher in Weston upon his 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.** Teachers who are granted leave by the School Committee 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.** 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.** 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.** 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.** 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.** 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.** 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 1 in writing of his intent to return the following September, the teacher waives his right to return.

## **ARTICLE IX**

### **MATERNITY LEAVE**

**Section 1.** In accordance with the provisions of this ARTICLE, a female teacher who becomes pregnant or adopts a child will be entitled to a maternity leave of absence without pay. The teacher will notify the Superintendent within a reasonable time after the pregnancy has been established or adoption proceedings have begun.

**Section 2.** So long as the pregnant teacher is able to perform her duties in a satisfactory manner, the maternity leave of absence will begin when in the opinion of the teacher and her doctor such action becomes advisable. 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. In case of adoption, the maternity leave of absence begins when the teacher assumes custody of the child.

**Section 3.** Every female teacher is entitled under the law to at least eight weeks maternity leave without pay if she has been employed at least three consecutive months and gives two weeks notice of her expected departure date and notice that she intends to return to her job, and is entitled to return to the same position without loss of employment benefits for which she was eligible on the date her leave commenced if she terminates her maternity leave within eight weeks.

**Section 4.** A teacher is entitled to a maternity leave without pay longer than eight weeks up to eighteen months under the following conditions:

- A. She must be eligible for eight weeks maternity leave under the terms of Section 3.
- B. She must give the Superintendent written notice of her intention to take more than eight weeks not later than eight weeks after the date her maternity leave commenced, and include in such notice the date she intends to return.
- C. She may return at the opening of school in September following the date her maternity leave commenced, or if that should be less than six months following the termination of pregnancy

then at her option either that September or the next following September, and in either case is entitled to the same position if vacant or to a similar position.

- D. She may return at some other time than the opening of school in September within eighteen months after the leave commenced if a vacancy exists in the same or a similar position or any other position for which she is reasonably qualified.
- E. A teacher who originally notifies the Superintendent pursuant to Section 4B that she intends to return in September, may upon written notice to the Superintendent change that decision and elect to return at some other time subject to the conditions of Section 4D.
- F. A teacher who originally notifies the Superintendent pursuant to Section 4B that she intends to return at some other time than the opening of school in September may upon written notice to the Superintendent change that decision and elect to return in September; if such notice is given on or before April 1 then Section 4C applies, and if such notice is given between April 1 and the opening of school then she may return that September if a vacancy exists in the same or similar position or any other position for which she is reasonably qualified.

**Section 5.** Maternity leave and all rights and benefits thereunder including the right to return as described and limited by the terms of Sections 3 and 4 of this ARTICLE will terminate no later than eighteen months following the commencement of such maternity leave unless such leave is extended pursuant to the provisions of Section 6.

**Section 6.** The School Committee may at its discretion grant a teacher maternity leave longer than eighteen months. The maternity leave and all rights and benefits thereunder including the right to return as described and limited by the terms of Sections 3 and 4 of the ARTICLE will in any event terminate no later than thirty months following the commencement of such maternity leave.

**Section 7.** A teacher on a maternity leave of absence for one school year or more must notify the Superintendent in writing by February 15 of the school year in which her leave expires of her intent to return the following September. A teacher who fails to so notify waives her right to return.

**Section 8.** Disabilities 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 ARTICLE IV, SICK LEAVE.

**Section 9.**

- A. While on maternity leave, a teacher will be considered employed in the school system and all rights and benefits to which she is entitled, except salary step increases and sick leave credit, but excluding sick leave payments, except pursuant to Section 8 above, will be credited and available to her.
- B. Teachers on leave under Section 3 of this ARTICLE will be eligible for salary step increase 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 she 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 10.** Nothing in this ARTICLE shall be construed as waiving any teacher maternity leave rights or benefits under any Massachusetts or federal laws or regulations.

## ARTICLE X

### CHILDREN OF PROFESSIONAL STAFF

The children of non-resident members of the professional staff will be entitled to enroll in the Weston Public Schools at any time. The registration fee for each child is \$25 per school year or portion thereof.

## ARTICLE XI

### TUITION REIMBURSEMENT AND VOUCHERS

**Section 1.** Any part-time or full-time teacher is entitled to full 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 \$90,000 for tuition reimbursement for pre-approved courses. Of that, \$45,000 will be used to fund approved courses scheduled to begin between July 1 and December 31, and \$45,000 will be used to fund approved courses scheduled to begin between January 1 and June 30.

Reimbursement in each period shall be on a first-come first-served basis and shall not exceed \$1,200 per individual.

Any amount of the \$45,000 that is not used for reimbursement in each of the two periods will be placed in a Final Reimbursement Fund on June 15th of each year. Any money in the Final Reimbursement Fund 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 \$1,200 cap so that each individual receives an equal percentage of their approved, un-reimbursed tuition expense.

**Section 2.** 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 his designee will rule on such application within 14 days of its written submission by the teacher. The Superintendent or his designee will have sole discretion as to approval under this provision. The Superintendent will publish guidelines annually for such approval.

**Section 3.** 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.** 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.** 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.** Teachers must make full use of tuition vouchers accumulated by the school system. Available vouchers will be distributed by the Superintendent in the following order of priority:

- first:** to the teachers who sponsored student teachers and earned the vouchers; these vouchers are for the sole use of the sponsoring teacher unless he releases them. For PTS teachers, this is in addition to the credit reimbursement of Section 1 except that a teacher may not receive tuition reimbursement for a course at a college for which he has a voucher.
- second:** to teachers who sponsored student teachers and earned vouchers but prefer in exchange for the vouchers earned to use vouchers from another college, if available; equal preference to teachers who sponsored a student teacher from a college that did not give vouchers. For PTS teachers, this is in addition to the credit reimbursement of Section 1 except that a teacher may not receive tuition reimbursement for a course at a college for which he has a voucher.
- third:** to teachers on sabbatical leave for a maximum of six credits (plus any earned vouchers) per Weston semester.
- fourth:** to non-PTS teachers, but not for courses in excess of six credits per year.
- fifth:** to PTS teachers to take courses eligible for tuition reimbursement as described in Section 1.
- sixth:** to PTS teachers, including those on sabbatical leave, for courses not eligible for reimbursement under Section 1.
- seventh:** to non-PTS teachers for courses in excess of six credits per year.
- eighth:** to teachers on LEAVES OF ABSENCE WITHOUT PAY except that teachers who have earned vouchers by sponsoring student teachers will continue to be entitled to the first and second priority as described in this Section. Teachers on any other leave (except sabbatical leave as described in this Section) are entitled to vouchers as if actively employed.

**Section 7.** Vouchers awarded according to Section 6 will be awarded on August 31, December 24 and May 15 or the first school day after these dates. Teachers seeking vouchers should ordinarily request them from the Superintendent's office prior to these dates but may submit requests for any semester or term at any time after September 1. Where a choice must be made between or among teachers with equal eligibility status, awards will be made according to the earliest application dates.

**Section 8.** 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 his 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 School Committee 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 his employment. The School Committee 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 School Committee'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.* Academic freedom will be guaranteed to teachers, and no special limitations will be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional educational responsibility and subject to a teacher's responsibility for carrying out teaching assignments reasonably within his professional competence. Although the School Committee and administration are responsible for the ongoing development of objectives, content, and methods of the curriculum, teachers should actively share in such development and should be given reasonable scope in their implementation.

*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

**Section 1.** Each school will provide a telephone, in addition to and separate from those in the administration or other offices, for the use of teachers. Where possible the telephones will be located to insure privacy. 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.

**Section 2.** Teachers will be charged only the actual cost of personal calls made to outside the message unit area.

## ARTICLE XVII

### VACANCIES

**Section 1.** 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 (September to June), by separate written communication to each teacher at least ten school days before the final date that applications for such vacancy must be submitted.
- B. Between the closing of school in June and the opening of school in September, any unit positions which become open will be listed on the district web site and a telephone answering machine. The web site and telephone number for this machine will be publicized to all members of the unit. Teachers may call the recording at any time, however, the Superintendent may fill positions as they become open; once filled, positions will be removed from the recording the next day. 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 his 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.** 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.** 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 him 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.** Subject to the provisions of this ARTICLE, appointments will be made by decision of the Superintendent at his sole discretion upon the recommendation of the principal. Appointments will be based upon consideration by the Superintendent of all factors in his 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 ARTICLE XXXI

- 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.* 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.* 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 his 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.* By June 1 of each 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.

*Section 3.* 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.* The part-time or full-time teacher 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.

**Section 2.** 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 1/185 of his basic salary.

**Section 3.** 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. No teacher will be assigned an unreasonable workload.

**Section 4.** A teacher's work day on school premises will generally consist of eight continuous hours including lunch periods, as well as such reasonable additional time as may be required for activity supervision for which differentials are paid. 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 eight continuous hours. When a teacher's presence is not required by a specific obligation, the teacher has freedom as to the use of his time.

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

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

- The two first days of school for students;
- One day in the fall for parent conferences;
- Two days in the spring for parent conferences; and
- One additional day in the spring for incoming kindergarten students.

**Section 4(a).**

- A. Effective September 1, 2006, the number of elementary early dismissal Wednesdays will be increased from two (2) to seven (7).
- B. Effective September 1, 2006, the time students arrive in the classrooms at the elementary level will be changed from 8:15 a.m. to 8:10 a.m.
- C. Every effort will be made to prevent any loss in specialist instruction time and/or classroom teacher preparation time that may result from the change in schedule. In the event that a minimal loss in specialist instruction time and/or classroom teacher preparation time in unavoidable, every effort will be made to equalize the loss of specialist instruction time and/or classroom teacher preparation time.

- D. In an effort to work collaboratively with the professional staff of the school, each elementary building principal will discuss and plan the content and the format of each of these additional early dismissal Wednesdays with the teacher leaders in their respective buildings. After consultation with teacher leaders, the building principal will have the final decision on the content and format of these additional early dismissal Wednesdays. Subject to the principal's approval, the content and format of these additional early dismissal Wednesday may include but not be limited to independent team planning, individual preparation time, curriculum work and furthering exploration of district-wide initiatives.

**Section 5.**

- A. Department Heads in English, history, mathematics and science will have 50% released time effective September 1, 2001. Effective September 1, 2008, the Guidance Department Head (6-12) shall be responsible for a 0.5 student load and a 0.5 leadership component. Further, the 50% released time will remain in effect until the conclusion of any negotiations over the impact of a middle management study and/or reorganization. In accordance with Article XXIII Teacher Evaluation and Appendix A Teacher Evaluation Documents, the Guidance Department Head shall evaluate middle and high school counselors and elementary principals shall continue to evaluate counselors in their buildings.
- B. The High School Community Service Director will receive 25% released time.
- C. The K-12 Directors of Music, Art, Foreign Language and Physical Education/Health and Wellness will receive released time in the range of twenty to fifty percent (20 - 50%).
- D. 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.
- E. The High School Drama Director will receive 30% released time and technical support for three shows.

**Section 6.** Teachers will have a duty-free lunch period of at least the following lengths:

- A. Elementary School (K through 6): 35 minutes
- B. Secondary School (7 through 12): 25 minutes

**Section 7.** Any of the teachers who teach in the Kindergarten program will be considered full-time employees (at their salaries for a 34-hour week). Effective September 1, 2008, except as specified to the contrary herein, all kindergarten positions shall be classified as full-time positions (1.0 FTE) and shall be entitled to all the salary, benefits, rights and conditions of full-time teachers under the terms of the Collective Bargaining Agreement. In the event the school committee decides to move back to a part-time kindergarten model, kindergarten teachers will revert back to 0.85 FTE.

**Section 8.** School nurses may be required at the sole discretion of the School Committee to provide services for the Weston Board of Health within their normal workweek. A job description will be developed to identify the "school nursing" and "public health" functions performed by the nurses. While it is not the present intention of the School Committee or the Town to substantially modify the duties of the school nurses, the Committee and the Association agree that public health functions may be removed from the duties performed by Unit A nurses without the need to bargain over any such decision. However, the Association may require bargaining over the impact that any such decision has upon any Unit A school nurse.

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

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

*Section 3.* Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with advance approval of their principal or immediate supervisor. In such event the School Committee will indemnify such teacher in the event of any accident which may occur in connection with said trip in accordance with the provisions of Massachusetts General Laws, Chapter 41, Section 100C, as most currently amended, to the extent such teacher may incur liability over and above his own insurance coverage, if any.

*Section 4.* All teachers in the bargaining unit, with the exception of the house supervisors, psychologists and generic specialist, shall be assigned non-teaching duties on an equitable basis.

*Section 5.* In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as is practicable.

## ARTICLE XXIII

### TEACHER EVALUATION

**Section 1.** 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 his main assignment and in his total professional responsibilities. Teachers shall be evaluated in accordance with the evaluation instrument as agreed to and incorporated by reference.

**Section 2.**

- A. Non-PTS teachers will be evaluated annually by the appropriate administrator on the basis of a minimum of two formal observations of their professional performance of their main assignments. Informal observation(s) may be included, as long as there has been a post-observation conference within a week of the observations(s). In any event, the evaluation will include sufficient formal observation of performance so that sound judgments will be reached.
- B. Teachers with Professional Teacher status will be evaluated at least once every two years by the appropriate administrators. These evaluations will be the result of a minimum of one formal observation of their performance of their main assignment. Informal observation(s) may be included, as long as there has been a post-observation conference within a week of the observations(s). In any event, the evaluation will include sufficient formal observation of performance so that sound judgments will be reached.
- C. A formal observation will mean an observation for the express purpose of seeing a teacher perform in his main assignment, such visit to be at least 30 minutes in duration. Teachers will determine whether formal observations will be made with or without advance notice. Within one week, or as soon as reasonably possible, after each formal visit, the primary evaluator will confer with the teacher concerning the visit.

**Section 3.** Prior to commencement of the evaluation process, teachers will be informed in writing of the identity of their primary evaluator and a group meeting will be held by the principal to discuss the evaluation process. Any teacher who wishes may have an individual conference with the primary evaluator.

**Section 4.** Nothing in this ARTICLE will restrict the right of the Administration to conduct evaluations in addition to those conducted by the primary evaluator, nor restrict the right of the teacher, by mutual agreement with the principal, from obtaining additional evaluations by other administrators or supervisors.

**Section 5.** A principal's recommendation regarding the question of re-appointment or PTS appointment should be based on information which has been documented and placed as soon as reasonably possible in a teacher's folder. The appropriate principal will have conferences with all non-PTS teachers no later than December 31 of each such teacher's second and third school years in Weston, in which the previous school year's evaluation and the individual's performance since that time will be discussed, including but not limited to observation, information or opinion, both positive and negative, which at the time of such conference in the principal's judgment might reasonably be anticipated to be pertinent to the principal's eventual recommendation regarding re-appointment or PTS appointment.

**Section 6.** If the primary evaluator determines, based upon the evaluation of a PTS teacher, that the teacher needs significant improvement, the evaluator will (1) identify in the evaluation, areas of inadequate performance and state specific suggestions for improvement, and (2) state in a separate memo who will evaluate the teacher the following year and what type of evaluation will be used. When the primary evaluator determines that the teacher no longer requires significant improvement, the teacher will be evaluated by the primary evaluator again during the following year. At that time, assuming the teacher's performance has met the evaluator's standards, the teacher will return to the two year evaluation cycle.

**Section 7.** In all cases when a department head or director (or another administrator) is involved in the evaluation process, he will, after a conference with the appropriate principal, submit a written evaluation which will be attached to the principal's written report to the Superintendent. Although the teacher will be shown and must sign all written evaluations, such signing does not represent agreement or disagreement with the content of the evaluation.

**Section 8.** Directors will be evaluated using the Department Head form and schedule; House Directors and Supervisors will be evaluated using the Grade Leader form and schedule.

**Section 9.** Each non-PTS teacher will be notified as part of his written evaluation that is submitted to the Superintendent whether or not he is being recommended by the principal for Professional Teacher Status. It is understood that a principal's recommendation is not binding upon the Superintendent. The Superintendent will meet with the teacher involved by April 30 if there is a possibility that the Superintendent will override a principal's recommendation.

**Section 10.** Written evaluations must be submitted to the teacher being evaluated on or before the following dates:

Non-PTS teachers:	Third year:	the last school day prior to the April recess;
	Second year:	the last school day prior to the April recess;
	First year:	the last school day prior to the April recess.

These deadlines may be extended only with the agreement of the Superintendent and/or the Assistant Superintendent for Curriculum, and the Association. All signed evaluations of non-PTS teachers are due in the Superintendent's office by the Friday following the April recess.

PTS teachers:                      May 1

No extension of the May 1 deadline will be granted. If this deadline is not met, the teacher will not be evaluated the following year. All signed evaluations of PTS teachers are due in the Superintendent's office by May 8.

For teachers who begin service after November 1, written evaluations must be submitted on or before the following dates:

Between November 1 and January 15:    the Friday following the April recess

After January 15:                      June 1

## ARTICLE XXIV

### PERSONNEL FOLDERS

**Section 1.** 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 his supervision. These and any other folders concerning a teacher or his work will comprise the personnel records of the teacher.

**Section 2.** 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.**

- A. 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. 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 he 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. 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.** Materials may be removed from the teacher's folders only by prior mutual consent.

**Section 5.** 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 EMPLOYMENT

**Section 1.** 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.** 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. He will consult with the cabinet of each school.

**Section 3.** Summer employment for Weston teachers will be for a number of teacher weeks equal to at least 80% of the highest number of full-time equivalent members of Unit A (including the Directors of Art, Music, Foreign Language, Physical Education/Health and Wellness, the Guidance Department Head, and the METCO Director) during the respective contract year.

**Section 4.** 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.** As part of the days provided under Section 3, the Directors of Art, Music, Foreign Language, Physical Education/Health and Wellness, the Guidance Department Head and the METCO Director may each be employed as needed for up to twenty (20) working days each summer. Generally a director may choose not to work during a particular summer or to work fewer than 20 days but the Superintendent may from time to time require specific assignments or require the full 20 days of summer work. The nature of the summer work will be mutually agreed between the Director and the Superintendent.

**Section 6.** Compensation for summer employment will be at the per diem rate of one-one hundred eighty-fifth (1/185) 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 \$300.

**Section 7.** A teacher 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.** The salary schedules hereinafter set forth will become effective on September 1, 2010 and will remain in effect through August 31, 2013.

**Schedule A** - See Salary Schedules September 2010 through August 2013

**Schedule B & C** - Role and Activity Differentials

**Schedule D** - Coaching Differentials

**Section 2.** Effective September 1, 2008 each member of the professional staff will be paid on a bi-monthly schedule throughout the calendar year. It is the right of each teacher to elect to receive his yearly salary in twenty equal bi-monthly payments beginning in September and ending in June, or in

twenty-four equal bi-monthly payments throughout the year. A teacher who elects the twenty-four payment plan is entitled to elect to receive July and August checks along with his June check, provided notice of such election is given to the Superintendent or his designee prior to the start of the 2010-2011 school year and prior to the start of subsequent school years. Teachers will be paid on the twenty payment plan unless notice in writing is given to the superintendent or his designee prior to the start of the 2010-2011 school year and prior to the start of subsequent school years.

**Section 3.** Initial placement on a salary schedule will be decided by the Superintendent at his sole discretion, except that no teacher will be placed below Step One of the training level applicable to him. Any course which a teacher takes before being hired in Weston, and for which he is 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 his approved credit entitles him. 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.** Teachers will move up the appropriate training level schedule automatically one step each school year, except as otherwise provided in this Agreement.

**Section 5.** 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 he chooses to use, the arbitrator will not find against the teacher in whole or in part if he finds that the Superintendent or his 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 him of the possible financial consequences if his 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 period of time to help the teacher overcome his difficulties or lack of effectiveness. 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.** 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 his designee prior to the teacher's enrollment in such courses. The teacher must submit to the Superintendent or his 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.** 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 his designee in writing of

the intent to seek salary adjustment by May 1 and October 1, respectively, 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 annual salary for teachers making degree and level changes effective February 1 will be one-half the sum of the appropriate annual salary before and after the change.

**Section 8.** Absences without pay will result in a deduction for each day thereof at the rate of one-hundred eighty-fifth (1/185) 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. Compensation for any approved extra days worked in addition to those provided in TEACHER YEAR, HOURS, AND WORKLOAD will be at the rate of one-hundred eighty-fifth (1/185) 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 9.** 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 10.** 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 11.** 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

**Section 1.** Members of Unit A shall receive longevity payments based on years of employment in Weston, as follows:

Beginning at year 15	\$500
Beginning at year 20	\$600
Beginning at year 25	\$700

A teacher hired prior to February 1 shall be given credit for the full year.

**Section 2.** Unit A members with fifteen (15) completed years of service in Weston may elect longevity payment of \$5,000 per year for three consecutive years that follow acceptance under this provision of Article XXVII. Longevity payments specified in Section 1 of this Article will cease upon exercising the three-year option. Eligible teachers will be entitled to the entire sum of \$15,000 regardless of date of termination. Payment will continue until the remaining credit is exhausted if an entitled teacher is terminated. Notification of this option must be received by January 15 of the school year prior to the school year in which the payments are to begin.

## ARTICLE XXVIII

### 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 therefor 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.
- G. Effective September 1, 2007, any teacher employed by the Weston Public Schools shall be subject to an agency service fee unless said teacher is or becomes a member of the WEA. The WEA agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations. Collection of the agency service fees, including the collection of delinquent fees, shall be solely the responsibility of the WEA. The Weston School Committee shall not be obligated to take any action in regard to the employment of such delinquent employees. Teachers who fail to pay the agency service fee shall not be subject to dismissal or suspension, but the WEA may pursue payment through whatever legal means it deems appropriate.

## ARTICLE XXIX

### EQUIVALENCY CREDIT FOR INSTITUTES, WORKSHOPS, TRAVEL AND NON CREDIT COURSES

**Section 1.** 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 his 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 his designee before credit will be granted.
- C. The method for determining one credit will be as follows:
  1. Fifteen hours of formal participation with required outside preparation, or

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

D. Only 15 hours of credit may be accumulated through equivalency credit during a teacher's career in Weston.

**Section 2.** 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.** Subject to the provisions of Section 1A, B, and D, 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 his 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 XXX

### PART-TIME TEACHERS

**Section 1.** 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. Tutors or other employees who work on an hourly basis for a single task, such as tutoring a specific child, are not part-time teachers.

**Section 2.** Each part-time teacher will receive in writing a statement showing the percent of full-time status for which he has 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.** 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 4.** Part-time teachers are entitled to equal application of all Sections of 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 he works 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 5.** A part-time teacher will advance one full step on the full-time salary schedule for each part-time year that he teaches.

**Section 6.** Part-time teachers who work 20 hours or more per week are entitled to full coverage by the Town of Weston's health and life insurance plans. A teacher employed 50% or more of full time will be deemed to have met the "20 hours" requirement.

**Section 7.** 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 XXXI**

### **REDUCTIONS IN FORCE**

**Section 1.** In determining the order in which PTS teachers will be affected by this ARTICLE, the Superintendent will utilize the following method: layoff of PTS teachers 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 three most recent written evaluations written by the primary evaluator, 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:
  - service as a paid Weston teacher intern with exclusive responsibility for students.
  - (2) 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.** The Superintendent will make every effort to notify, in writing, any PTS teacher who may be affected by March 15 of the school year preceding the school year in which the RIF will take effect but in any event no later than April 15, except in the case of an event which was beyond the control of the School Committee (e.g., Town Meeting rejection of the Committee’s budget), in which case notification must be given by May 30. Any PTS teacher who may be affected out of the order of seniority will be provided, in writing, the specific reasons used by the Superintendent in making the decision to affect that teacher out of the order of seniority.

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

Art	Generic Specialist	Physics
Biology	Grades K-6	Psychologist
Business	Guidance	Social Studies
Chemistry	Home Economics	Spanish
Chinese	Latin	Special Needs K-6
Elementary Specialists K-5	Library/Media Specialist	Special Needs 7-12
English	Mathematics	Speech & Language Spec.
ESL	METCO	Student Activity Coordinator
French	Music	Technology Education
General Science	Physical Education	Technology Specialist

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

**Section 4.** 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.** 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) days. If the Association and the Committee are unable to resolve the challenge within twenty (20) days of its receipt, the matter may be submitted to arbitration within five (5) days.

**Section 6.** 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 he was 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 his paycheck restored to the sum of his 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 he was reduced, whichever is less.

**Section 7.** For the purposes of this ARTICLE, teachers who receive released time for leadership roles and/or leaves of absence under ARTICLE VII, Section 7, and the positions of High School Drama Advisor, High School Community Service Coordinator, and Freshman Class Advisor will be considered as full-time teachers in their respective disciplines.

**Section 8.** 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 he was 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 his 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 he was notified of a reduction in staff restored upon recall.

**Section 9.** 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.** 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.** 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.** 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.** 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 XXXII**

### **DURATION**

This Agreement will become effective as of September 1, 2010 and will continue and remain in full force and effective until August 31, 2013, but in any event until a successor Agreement becomes effective.

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**MEMORANDUM OF UNDERSTANDING**

**(School Nurses)**

Effective September 1, 2004, the school nurses are accreted to Unit A in accordance with the following principles:

1. Nurses will be placed on Schedule A at the appropriate training level and with full credit for previous experience as a nurse except that it is agreed that no nurse will be permitted to advance more than one step per year. (e.g. a nurse currently on step 10 will move to step 11 in 04-05 and step 12 in 05-06)
2. A job description will be developed to identify the “school nursing” and “public health” functions performed by the nurses. While it is not the present intention of the Committee or the Town to substantially modify the duties of the school nurses, the Committee and the Association agree that public health functions may be removed from the duties performed by Unit A nurses without the need to bargain over any such decision. However, the Association may require bargaining over the impact that any such decision has upon any Unit A school nurse.
3. Nurses’ salaries are for a 185 day school/work year. Any work days approved beyond this will be paid at the then current per diem rate for the nurse who performs the work.
4. A representative of the Committee and the Association will meet to review the current Unit C Agreement for the purpose of determining how nurses will be referred to in the relevant clauses of the Unit A Agreement in accordance with the principle that nurse s will not lose any benefits which they currently have under the Unit C Agreement.
5. Nurses with RN’s but not a Bachelor’s degree will be placed on the Bachelor’s column.

"The parties have agreed to remove provisions numbers six (6) and seven (7) from the previous Memorandum of Understanding: School Nurses."

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**MEMORANDUM OF UNDERSTANDING**

**(RIF Pools and Electives)**

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 his assignment falls as part of his annual letter stating his salary and either full-time or part-time status for RIF purposes.

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**MEMORANDUM OF UNDERSTANDING**

**(Department Heads)**

It is agreed that the Superintendent’s appointment of Department Heads will be for either two-, three- or four-year terms. This Agreement does not constitute a waiver of any legal or contractual rights which teachers may have. Further, in the event that a Department Head is not continued in the position, he or she will be provided with the reasons in writing.

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**MEMORANDUM OF UNDERSTANDING**

**(Workload for Physical Education Teachers)**

Full-time Physical Education teachers in grades 6-12 will have a teaching assignment of no more than 21 classes per week.

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**MEMORANDUM OF UNDERSTANDING**

**(Salary changes)**

The annual salary for teachers making degree and level changes effective February 1 will be one-half the sum of the appropriate annual salary before and after the change.

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**MEMORANDUM OF UNDERSTANDING**

**(Compensation Structure)**

The WSC and the WEA will develop a joint working group during year one to examine the compensation structures. The report from the joint committee will be presented to the School Committee and the Association Executive Board in the Fall of 2012.

**SCHEDULE A  
SALARY SCHEDULE**

<b>FY'11 Salary Schedule</b>		<b>0% Increase, 0.75% One Time Payment</b>					<b>EFFECTIVE SEPTEMBER 1, 2010</b>				
<b>STEP</b>	<b>B</b>	<b>B15</b>	<b>B30</b>	<b>M</b>	<b>B45</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60</b>	<b>DOC</b>	
1	43,076	44,553	47,199	47,199	48,404	48,404	49,863	51,074	52,280	52,280	
2	44,692	45,511	49,012	49,012	50,236	50,236	51,863	52,990	54,196	54,196	
3	46,494	47,946	50,960	50,960	52,164	52,164	53,840	55,046	56,257	56,257	
4	48,766	50,236	53,359	53,359	54,575	54,575	56,408	57,589	58,812	58,812	
5	51,236	52,635	56,028	56,028	57,252	57,252	59,186	60,500	61,845	61,845	
6	53,648	55,046	58,675	58,675	59,880	59,880	61,923	63,424	64,870	64,870	
7	56,016	57,481	61,374	61,374	62,652	62,652	64,870	66,401	67,998	67,998	
8	58,607	60,055	64,364	64,364	65,841	65,841	68,354	70,029	71,767	71,767	
9	60,983	62,917	67,643	67,643	69,180	69,180	71,885	73,705	75,527	75,527	
10	64,719	66,220	71,397	71,397	73,067	73,067	75,876	77,774	79,944	79,944	
11	72,880	74,339	75,527	75,527	77,183	77,183	80,317	82,276	84,212	84,212	
12			84,447	84,447	86,237	86,237	90,039	92,065	94,096	94,096	

<b>FY'12 Salary Schedule</b>		<b>2.25% Increase</b>					<b>EFFECTIVE SEPTEMBER 1, 2011</b>				
<b>STEP</b>	<b>B</b>	<b>B15</b>	<b>B30</b>	<b>M</b>	<b>B45</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60</b>	<b>DOC</b>	
1	44,046	45,555	48,261	48,261	49,494	49,494	50,985	52,223	53,456	53,456	
2	45,697	46,535	50,115	50,115	51,366	51,366	53,030	54,183	55,415	55,415	
3	47,540	49,024	52,107	52,107	53,338	53,338	55,051	56,284	57,523	57,523	
4	49,863	51,366	54,559	54,559	55,803	55,803	57,677	58,885	60,136	60,136	
5	52,389	53,819	57,289	57,289	58,540	58,540	60,518	61,861	63,236	63,236	
6	54,855	56,284	59,995	59,995	61,227	61,227	63,316	64,851	66,330	66,330	
7	57,276	58,775	62,755	62,755	64,061	64,061	66,330	67,896	69,528	69,528	
8	59,926	61,406	65,812	65,812	67,322	67,322	69,892	71,605	73,381	73,381	
9	62,355	64,333	69,165	69,165	70,736	70,736	73,503	75,364	77,226	77,226	
10	66,175	67,710	73,004	73,004	74,711	74,711	77,583	79,524	81,742	81,742	
11	74,520	76,011	77,226	77,226	78,920	78,920	82,125	84,127	86,106	86,106	
12			86,347	86,347	88,177	88,177	92,065	94,137	96,213	96,213	

<b>FY'13 Salary Schedule</b>		<b>2.50% Increase</b>					<b>EFFECTIVE SEPTEMBER 1, 2012</b>				
<b>STEP</b>	<b>B</b>	<b>B15</b>	<b>B30</b>	<b>M</b>	<b>B45</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60</b>	<b>DOC</b>	
1	45,147	46,694	49,467	49,467	50,731	50,731	52,260	53,529	54,792	54,792	
2	46,840	47,698	51,368	51,368	52,650	52,650	54,356	55,537	56,801	56,801	
3	48,728	50,250	53,409	53,409	54,672	54,672	56,428	57,691	58,961	58,961	
4	51,110	52,650	55,923	55,923	57,199	57,199	59,119	60,357	61,639	61,639	
5	53,699	55,164	58,721	58,721	60,004	60,004	62,031	63,408	64,817	64,817	
6	56,226	57,691	61,495	61,495	62,758	62,758	64,899	66,472	67,988	67,988	
7	58,708	60,244	64,324	64,324	65,663	65,663	67,988	69,593	71,266	71,266	
8	61,424	62,941	67,458	67,458	69,005	69,005	71,639	73,395	75,216	75,216	
9	63,914	65,941	70,894	70,894	72,505	72,505	75,340	77,248	79,157	79,157	
10	67,830	69,403	74,829	74,829	76,579	76,579	79,523	81,512	83,786	83,786	
11	76,383	77,912	79,157	79,157	80,893	80,893	84,178	86,231	88,259	88,259	
12			88,505	88,505	90,381	90,381	94,367	96,490	98,618	98,618	

**SCHEDULE B  
ROLE RATIOS\* OR DIFFERENTIALS\*\***

	2010-11	2011-12	2012-13
<b>Director* (exc. summer) Art, METCO, Music, PE/Health, World Language</b>	1.15 x salary step	1.15 x salary step	1.15 x salary step
<b>Dept Heads (7-12)* English, Math, Science, Social Studies</b>	1.15 x salary step	1.15 x salary step	1.15 x salary step
<b>Dept Head (6-12)* Guidance</b>	1.15 x salary step	1.15 x salary step	1.15 x salary step
<b>Nurse Leader*</b>	1.10 x salary step	1.10 x salary step	1.10 x salary step
<b>Elementary Specialist* (K-5 Language Arts, Math, Science/Social Studies)</b>	1.06 x salary step	1.06 x salary step	1.06 x salary step
*Annual salaries for the above listed positions are ratios of the Schedule A (Teachers' Salary Schedule) step occupied by the individuals appointed to those positions.			
<b>Grade Leader** (K-5)</b>	6,285 7,065 7,976	6,426 7,224 8,155	6,587 7,405 8,359
<b>Grade/House** Director/Supervisor (6-8)</b>	5,623 6,285 7,065	5,750 6,426, 7,224	5,893 6,587 7,405
<b>Early Childhood Coordinator</b>	9,003	9,206	9,436

\*\*Annual salaries for these positions are sums of the assigned differential step (above) and the Schedule A (Teachers' Salary Schedule) steps occupied by the individuals appointed to those positions.

**Schedule C**  
**Extra Curricular Differentials**

<b>Group Titles</b>	<b>SY'10-11 0% Inc.</b>	<b>SY'11-12 2.25% Inc.</b>	<b>SY'12-13 2.5% Inc.</b>
<b>Group I</b>			
CS Art Club	412	421	432
HS Amnesty International	714	730	748
HS Muslim Student Association	714	730	748
HS Pumpkin Festival	714	730	748
HS Salsa	714	730	748
HS Student Government Day	714	730	748
HS Jewish Student Union	952	973	998
FS Science Club	1,098	1,123	1,151
MS Book Club	1,098	1,123	1,151
HS Lady Souljaz	1,190	1,217	1,247
HS Students Against Destructive Decisions	1,190	1,217	1,247
MS Student Council – Grade 6 Advisor	1,362	1,393	1,427
MS Student Council – Grade 7 Advisor	1,362	1,393	1,427
MS Student Council – Grade 8 Advisor	1,362	1,393	1,427
HS Computer Science Team	1,428	1,460	1,497
HS Funky Bunch	1,428	1,460	1,497
<b>Group II</b>			
Elementary Newspaper Advisor	1,636	1,673	1,715
Elementary Student Council Advisor	1,636	1,673	1,715
MS Chess Club	1,636	1,673	1,715
MS Community Service Advisor	1,636	1,673	1,715
MS Computer Club Advisor	1,636	1,673	1,715
MS Debate Team	1,636	1,673	1,715
MS Foreign Language Club	1,636	1,673	1,715
MS Literary Magazine Advisor	1,636	1,673	1,715
MS Math Counts Team	1,636	1,673	1,715
MS Math Team Advisor	1,636	1,673	1,715
MS Math Team Advisor	1,636	1,673	1,715
MS Science Club Advisor	1,636	1,673	1,715
MS Yearbook Advisor	1,636	1,673	1,715
MS Yearbook Advisor	1,636	1,673	1,715
MS Student Activities Coordinator	1,636	1,673	1,715
HS Asian Student Union	1,666	1,703	1,746
HS Asian Student Union	1,666	1,703	1,746
HS Math Team Assistant	1,666	1,703	1,746
HS Outdoor Club	1,666	1,703	1,746
HS Students for Environmental Action	1,666	1,703	1,746
<b>Group III</b>			
HS Gay-Straight Alliance	1,904	1,947	1,996
HS Intergenerational Association	1,904	1,947	1,996
HS Science Team	1,904	1,947	1,996
HS Wildcats Track (School Newspaper)	1,904	1,947	1,996

<b>Group Titles</b>	<b>SY'10-11 0% Inc.</b>	<b>SY'11-12 2.25% Inc.</b>	<b>SY'12-13 2.5% Inc.</b>
<b>Group IV</b>			
HS Dance Team	2,142	2,190	2,245
HS Math Team	2,142	2,190	2,245
HS National Honor Society	2,142	2,190	2,245
HS Maelstrom (Literary Magazine)	2,380	2,434	2,494
HS Debate Team Advisor	2,982	3,049	3,125

**Data Collection:**

All individuals who lead an extracurricular activity as listed above will collect the following data: club name, date of meeting, length of meeting, number of participants and preparation time. On an annual basis, but no later than June 30<sup>th</sup> each year, copies of the individual data sheets will be provided to the WEA President and the Assistant Superintendent. For successor agreements, this information may be used to evaluate the equity of stipend levels across the district. A failure to timely report may result in stipend reduction and/or cancellation of the activity in future years by the parties.

Unpaid extracurricular club advisors may seek inclusion in Schedule C of the contract provided the advisor has collected and submitted data for a minimum of two years in the same manner as listed above.

<b>Group Titles</b>	<b>SY'10-11 0% Inc.</b>	<b>SY'11-12 2.25% Inc.</b>	<b>SY'12-13 2.5% Inc.</b>
<b>Group I</b>			
MS Spring Drama Club – Stage Design and Set Crew	549	561	575
MS Fall Play – Stage Design and Set Crew	878	898	920
MS Spring Drama Club Advisor	1,098	1,123	1,151
MS Choral Music Director	1,098	1,123	1,151
MS Instrumental Music Director	1,098	1,123	1,151
MS Winter Musical – Stage Design and Set Crew	1,208	1,235	1,266
<b>Group II</b>			
Grade 3 Choral Music Director	1,636	1,673	1,715
Grade 4 Choral Music Director	1,636	1,673	1,715
Grade 5 Choral Music Director	1,636	1,673	1,715
MS Fall Play – Advisor/Director	1,636	1,673	1,715
HS Choral Music Director	1,636	1,673	1,715
<b>Group III</b>			
MS Winter Musical – Musical Director	1,823	1,864	1,911
HS Drama Musical – Choral Director	1,823	1,864	1,911
HS Drama Musical – Instrumental Director	1,823	1,864	1,911
HS Drama Musical – Technical Director	1,904	1,947	1,996

<b>Group Titles</b>	<b>SY'10-11 0% Inc.</b>	<b>SY'11-12 2.25% Inc.</b>	<b>SY'12-13 2.5% Inc.</b>
<b>Group IV</b>			
HS Freshman Class Advisor	2,000	2,045	2,096
HS Freshman Class Advisor	2,000	2,045	2,096
HS Sophomore Class Advisor	2,000	2,045	2,096
HS Sophomore Class Advisor	2,000	2,045	2,096
HS Marching Band / Pep Director	2,235	2,285	2,342
HS Junior Class Advisor	2,400	2,454	2,515
HS Junior Class Advisor	2,400	2,454	2,515
HS Senior Class Advisor	2,400	2,454	2,515
HS Senior Class Advisor	2,400	2,454	2,515
MS Winter Musical - Advisor/Director	2,525	2,582	2,646
HS Student Council Advisor	2,547	2,604	2,669
HS Bookstore Advisor	2,982	3,049	3,125
<b>Group V</b>			
HS Instrumental Music Director	3,300	3,374	3,459
HS Yearbook Editor	3,871	3,958	4,057
HS Yearbook Business Advisor	3,871	3,958	4,057
HS Drama Advisor	4,414	4,513	4,626
<b>Group VI</b>			
HS Director of Student Activities	5,304	5,423	5,559

### Extracurricular Activity Differentials

<b>Title</b>	<b>SY'10-11 0% Inc.</b>	<b>SY'11-12 2.25% Inc.</b>	<b>SY'12-13 2.5% Inc.</b>
HS Cheerleader's Advisor*	\$44.85/session	\$45.86/session	\$47.01/session
Saturday School Supervision	\$38.16/hour	\$39.02/hour	\$39.99/hour
Intramural Coaches	\$44.85/session	\$45.86/session	\$47.01/session
After School Study Hall Monitors	\$44.85/session	\$45.86/session	\$47.01/session
Ski Club Advisor	\$44.85/session	\$45.86/session	\$47.01/session
Pool Director	\$49.69/session	\$50.81/session	\$52.08/session
Director of Intramurals	\$5,298	\$5,417	\$5,553

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

**Schedule D  
Coaching Differentials**

Coaches will be paid the current intramural per diem rate for each day of 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 pay will be capped at seven (7) days per coach.

The following categories of additional payment 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 fourth 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 eighth 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.

A “sport” is defined as coaching a sport listed in Schedule D; that is, not club sports or intramural. The point values are:

School Year 2010-2011	School Year 2011-2012	School Year 2012-2013
0% Increase	2.25% Increase	2.5% Increase
\$179.79	\$183.84	\$188.43

**Coaching Differentials by Levels:**

	SY'2010-2011 0% Increase			SY'2011-2012 2.25% Increase			SY'2012-2013 2.5% Increase		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>LEVEL 1</b>									
Varsity Head Football	7,653	8,193	8,732	7,825	8,377	8,928	8,021	8,587	9,152
<b>LEVEL 2</b>									
Varsity Boys Basketball	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Girls Basketball	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Ice Hockey	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Indoor Track	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Outdoor Track	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Swimming	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Wrestling	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
<b>LEVEL 3</b>									
Varsity Baseball	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Boys Lacrosse	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Boys Soccer	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Field Hockey	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Girls Lacrosse	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Girls Soccer	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Girls Softball	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Volleyball	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
<b>LEVEL 4</b>									
Varsity Football Assistant 1	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Varsity Football Assistant 2	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Junior Varsity Football	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Junior Varsity Football Assistant	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
<b>LEVEL 5</b>									
Junior Varsity Boys Basketball	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Junior Varsity Girls Basketball	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Boys Tennis	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Girls Tennis	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Ice Hockey Assistant	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Indoor Track Assistant 1	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Outdoor Track Assistant 1	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Swimming Assistant 1	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Wrestling Assistant 1	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
<b>LEVEL 6</b>									
Junior Varsity Baseball	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Boys Lacrosse	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Boys Soccer	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Field Hockey	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Girls Lacrosse	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Girls Soccer	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Girls Softball	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Volleyball	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Varsity Cross Country	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297

	SY'2010-2011 0% Increase			SY'2011-2012 2.25% Increase			SY'2012-2013 2.5% Increase		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Varsity Golf	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Varsity Outdoor Track Assistant 2	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Varsity Outdoor Track Field Asst.	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
<b>LEVEL 7</b>									
Freshman Boys Basketball	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Boys Lacrosse	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Boys Soccer	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Field Hockey	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Girls Basketball	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Girls Lacrosse	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Girls Soccer	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Junior Varsity Boys Tennis	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Junior Varsity Girls Tennis	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Varsity Indoor Track Assistant 2	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Varsity Swimming Assistant 2	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Varsity Wrestling Assistant 2	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
<b>LEVEL 8</b>									
Middle School Football	2,071	2,611	3,150	2,118	2,670	3,221	2,171	2,736	3,301
Varsity Cross Country Assistant	2,071	2,611	3,150	2,118	2,670	3,221	2,171	2,736	3,301
<b>LEVEL 9</b>									
Middle School Baseball A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Boys Basketball A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Boys Soccer A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Field Hockey A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Football Assistant	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Girls Basketball A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Girls Soccer A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Girls Softball A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Tennis A	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Outdoor Track	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
<b>LEVEL 10</b>									
Middle School Baseball B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Boys Basketball B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Boys Soccer B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Field Hockey B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Girls Basketball B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Girls Soccer B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Girls Softball B	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Outdoor Track Asst.	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
<b>MANAGER</b>									
Equipment	6,652	7,192	7,731	6,802	7,354	7,905	6,972	7,538	8,103
Financial	1,366	1,906	2,445	1,397	1,949	2,500	1,432	1,998	2,563

**Coaching Differentials by Sport:**

	L	SY'2010-2011 0% Increase			SY'2011-2012 2.25% Increase			SY'2012-2013 2.5% Increase		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>FALL SPORTS</b>										
<b>FOOTBALL</b>										
Varsity Head Football	1	7,653	8,193	8,732	7,825	8,377	8,928	8,021	8,587	9,152
Varsity Football Assistant 1	4	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Varsity Football Assistant 2	4	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Junior Varsity Football	4	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Junior Varsity Football Assistant	4	4,021	4,561	5,100	4,111	4,664	5,215	4,214	4,780	5,345
Middle School Football	8	2,071	2,611	3,150	2,118	2,670	3,221	2,171	2,736	3,301
Middle School Football Assistant	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
<b>SOCCER</b>										
Varsity Boys Soccer	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Girls Soccer	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Junior Varsity Boys Soccer	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Girls Soccer	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Freshman Boys Soccer	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Girls Soccer	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Middle School Boys Soccer A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Girls Soccer A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Boys Soccer B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Girls Soccer B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
<b>FIELD HOCKEY</b>										
Varsity Field Hockey	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Junior Varsity Field Hockey	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Freshman Field Hockey	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Middle School Field Hockey A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Field Hockey B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
<b>CROSS COUNTRY</b>										
Varsity Cross Country	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Varsity Cross Country Assistant	8	2,071	2,611	3,150	2,118	2,670	3,221	2,171	2,736	3,301
<b>WINTER SPORTS</b>										
<b>BASKETBALL</b>										
Varsity Boys Basketball	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Girls Basketball	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Junior Varsity Boys Basketball	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Junior Varsity Girls Basketball	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Freshman Boys Basketball	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Girls Basketball	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Middle School Boys Basketball A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Girls Basketball A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Boys Basketball B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
Middle School Girls Basketball B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594

	L	SY'2010-2011 0% Increase			SY'2011-2012 2.25% Increase			SY'2012-2013 2.5% Increase		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>ICE HOCKEY</b>										
Varsity Ice Hockey	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Ice Hockey Assistant	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
<b>SWIMMING</b>										
Varsity Swimming	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Swimming Assistant 1	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Swimming Assistant 2	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
<b>INDOOR TRACK</b>										
Varsity Indoor Track	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Indoor Track Assistant 1	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Indoor Track Assistant 2	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
<b>WRESTLING</b>										
Varsity Wrestling	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Wrestling Assistant I	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Wrestling Assistant 2	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
<b>SPRING SPORTS</b>										
<b>BASEBALL</b>										
Varsity Baseball	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Junior Varsity Baseball	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Middle School Baseball A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Baseball B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
<b>LACROSSE</b>										
Varsity Boys Lacrosse	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Varsity Girls Lacrosse	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Junior Varsity Boys Lacrosse	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Junior Varsity Girls Lacrosse	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Freshman Boys Lacrosse	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Freshman Girls Lacrosse	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
<b>SOFTBALL</b>										
Varsity Softball	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Junior Varsity Softball	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Middle School Softball A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Softball B	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
<b>TENNIS</b>										
Varsity Boys Tennis	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Girls Tennis	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Junior Varsity Boys Tennis	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Junior Varsity Girls Tennis	7	2,291	2,831	3,370	2,343	2,895	3,446	2,401	2,967	3,532
Middle School Tennis A	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013

	L	SY'2010-2011 0% Increase			SY'2011-2012 2.25% Increase			SY'2012-2013 2.5% Increase		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>OUTDOOR TRACK</b>										
Varsity Outdoor Track	2	5,891	6,431	6,970	6,024	6,576	7,127	6,174	6,740	7,305
Varsity Outdoor Track Assistant 1	5	3,521	4,061	4,600	3,600	4,152	4,704	3,690	4,256	4,821
Varsity Outdoor Track Assistant 2	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Varsity Outdoor Track Field Asst.	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
Middle School Outdoor Track	9	1,796	2,336	2,875	1,836	2,389	2,940	1,882	2,448	3,013
Middle School Outdoor Track Asst.	10	1,396	1,936	2,475	1,427	1,980	2,531	1,463	2,029	2,594
<b>VOLLEYBALL</b>										
Varsity Volleyball	3	5,341	5,881	6,420	5,461	6,013	6,564	5,598	6,164	6,729
Junior Varsity Volleyball	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297
<b>GOLF</b>										
Varsity Golf	6	3,021	3,561	4,100	3,089	3,641	4,192	3,166	3,732	4,297

WHEREFORE, the Association and the Committee have caused this Memorandum of Agreement to be signed this 7<sup>th</sup> day of January, 2011.

FOR THE WESTON EDUCATION ASSOCIATION

  
\_\_\_\_\_  
Kate Brewer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE TOWN OF WESTON

  
\_\_\_\_\_  
Rulinda A. Walker  
Marjorie Rogers  
Court Chilton  
Sajay Sami  
\_\_\_\_\_

DATE: 1/10/2011

APPENDIX A  
TEACHER EVALUATION DOCUMENTS

**Weston Public Schools  
Weston, Massachusetts**

**EVALUATION INSTRUMENT - PART A**

**CATEGORIES AND PRINCIPLES OF EFFECTIVE TEACHING**

Following categories and principles are incorporated into Article XXIII, Teacher Evaluation, by reference. Examples of descriptors and the pages that follow are illustrative, but not binding.

**A. KNOWLEDGE OF CURRICULUM CONTENT**

A. The teacher is current regarding curriculum content.

**II. PREPARATION FOR INSTRUCTION**

A. The teacher plans instruction in order to activate and build on students' prior knowledge and experiences, and addresses their individual learning styles.

B. The teacher plans assessment of student learning effectively.

C. The teacher monitors students' understanding of the curriculum effectively, and adjusts instruction, materials, or assessments when appropriate.

**III. INSTRUCTIONAL EFFECTIVENESS**

A. The teacher makes learning goals clear to students.

B. The teacher diversifies instruction to meet the needs of all students.

C. The teacher uses appropriate questioning techniques.

D. The teacher tries innovative approaches and refines instructional strategies which include effective uses of technologies to increase student learning and confidence to learn.

E. The teacher works to insure equitable opportunities for student learning.

F. The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.

G. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.

H. The teacher regularly uses a variety of formal and informal authentic assessments of students' achievement and progress for instructional revisions and decision-making.

- I. The teacher works to ensure that a variety of written and spoken language is used on a daily basis.
- IV. CLASSROOM MANAGEMENT
- A. The teacher creates an environment that is positive for student learning and involvement.
  - B. The teacher maintains appropriate standards of behavior, mutual respect, and safety.
- V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT
- A. The teacher communicates learning goals and high standards and expectations to students
  - B. Teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.
- VI. PROFESSIONAL RESPONSIBILITIES AND RELATIONSHIPS WITH COLLEAGUES
- A. The teacher is constructive and cooperative in interactions with the staff, parents, and the community, and is receptive to their contributions.
  - B. The teacher shares responsibility for accomplishing the goals and priorities for her/his grade/team/department, building, and school district.
  - C. The teacher is a reflective and continuous learner.
- VII. RELATIONSHIP WITH STUDENTS
- A. The teacher recognizes the students as an individual.
  - B. The teacher is committed to developing confident and competent learners.

9-10-96

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

EVALUATION INSTRUMENT - PART B

EVALUATION SEQUENCE

I. For first, second, and third year teachers, all evaluations will be "general" and will be done by primary and back-up evaluators.

II. Teachers With Professional Teacher Status

TEACHER WITH NO BACK-UP EVALUATION	TEACHER WITH BACK-UP EVALUATION
YEAR 1 * Focus or General Evaluation by Primary Evaluator	** Focus or General Evaluation by Primary Evaluator and Back-up Evaluator
YEAR 2 Professional Development Goal Setting	Professional Development Goal Setting
YEAR 3 * Focus or General Evaluation by Primary Evaluator	***Focus or General Evaluation by Back-up Evaluator
YEAR 4 Professional Development Goal Setting	Professional Development Goal Setting

\*Primary Evaluator's Decision

\*\*The evaluators decide on the type of evaluation. For focused evaluations, the focus of each evaluation will be determined by mutual agreement between each evaluator and the teacher. In the event of disagreement between an evaluator and the teacher, a general evaluation will be conducted.

\*\*\*Back-up Evaluator's Decision

9-10-96

Revised September 10, 1996

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

TEACHER EVALUATION FORM

Date/Period of Observation(s): \_\_\_\_\_

Name of Teacher: \_\_\_\_\_ Grade Subject: \_\_\_\_\_ School: \_\_\_\_\_

Comment on items that are applicable.

- I. KNOWLEDGE OF CURRICULUM CONTENT
- II. PREPARATION FOR INSTRUCTION
- III. INSTRUCTIONAL EFFECTIVENESS
- IV. CLASSROOM MANAGEMENT
- V. PROMOTION OF HIGH STANDARDS AND EXPECTATION FOR STUDENT ACHIEVEMENT
- VI. PROFESSIONAL RESPONSIBILITIES AND RELATIONSHIPS WITH COLLEAGUES
- VII. RELATIONSHIP WITH STUDENTS
- VIII. SPECIFIC SUGGESTIONS FOR IMPROVEMENT

PROFESSIONAL TEACHER STATUS      \*EVALUATOR'S RECOMMENDATION       REAPPOINT: PROVIDED A POSITION IS AVAILABLE       DO NOT REAPPOINT

\* The evaluator's recommendation is non-binding upon the Superintendent.

EVALUATION RECEIVED \_\_\_\_\_  
DATE/SIGNATURE OF TEACHER      SIGNATURE OF EVALUATOR

EVALUATION RECEIVED \_\_\_\_\_  
AND READ      DATE/SIGNATURE OF TEACHER      SIGNATURE OF EVALUATOR

TEACHER COMMENTS ATTACHED

INDICATES COMMENTS HAVE BEEN READ BY EVALUATOR  
SIGNATURE OF EVALUATOR

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

SPECIALIST TEACHER EVALUATION FORM

(Counselors, Librarians, Psychologists, METCO Academic Liaisons, Elementary School Specialists, Technology Specialists, Inclusion Specialist, Special Education Placement Specialist, and Early Childhood Specialist)

Date/Period of Observations:

Name of Teacher: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_ School: \_\_\_\_\_

A. EFFECTIVENESS IN MAIN ASSIGNMENT

B. EFFECTIVENESS IN PERFORMANCE OF DUTIES OTHER THAN MAIN ASSIGNMENT

C. EFFECTIVENESS IN RELATIONSHIP WITH COLLEAGUES

D. OTHER

Professional Teacher Status

\*Evaluator's Recommendation

Reappoint Provided a Position is Available

Do Not Reappoint

\*The evaluator's recommendation is non-binding upon the Superintendent.

Evaluation Received \_\_\_\_\_  
Date/Signature of Teacher

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

Evaluation Received \_\_\_\_\_  
And Read Date/Signature of Teacher

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

Teacher Comments Attached

Indicates Comments Have Been Read By Evaluator

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

Revised September 23, 1997

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

FOCUSED TEACHER EVALUATION FORM

Date/Period of Observation(s): \_\_\_\_\_

Name of Teacher: \_\_\_\_\_ Grade Subject: \_\_\_\_\_ School: \_\_\_\_\_

Circle Categories and Principles that are applicable..

- I. KNOWLEDGE OF CURRICULUM CONTENT: A
- II. PREPARATION FOR INSTRUCTION: A, B, C
- III. INSTRUCTIONAL EFFECTIVENESS: A, B, C, D, E, F, G, H, I
- IV. CLASSROOM MANAGEMENT: A, B
- V. PROMOTION OF HIGH STANDARDS AND EXPECTATION FOR STUDENT ACHIEVEMENT: A,B
- VI. PROFESSIONAL RESPONSIBILITIES AND RELATIONSHIPS WITH COLLEAGUES: A, B, C
- VII. RELATIONSHIP WITH STUDENTS: A, B
- VIII. EVALUATOR'S COMMENDATIONS/RECOMMENDATIONS FOR FUTURE GROWTH AND/OR IMPROVEMENT

EVALUATION RECEIVED \_\_\_\_\_  
DATE/SIGNATURE OF TEACHER SIGNATURE OF EVALUATOR

EVALUATION RECEIVED \_\_\_\_\_  
AND READ DATE/SIGNATURE OF TEACHER SIGNATURE OF EVALUATOR

[ ] TEACHER COMMENTS ATTACHED

[ ] INDICATES COMMENTS HAVE BEEN READ BY EVALUATOR  
SIGNATURE OF EVALUATOR

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

HOUSE LEADER EVALUATION FORM

Name: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Comment only on applicable items:

- A. LEADERSHIP AND MANAGEMENT OF THE HOUSE
- B. COORDINATION AND SUPPORT OF CURRICULUM AND HOUSE ACTIVITIES
- C. CLARITY, COHERENCE, AND TIMELINESS OF COMMUNICATION AS HOUSE LEADER
- D. RELATIONSHIP WITH COLLEAGUES AS HOUSE LEADER
- E. RELATIONSHIP WITH STUDENTS AND PARENTS AS HOUSE LEADER
- F. SPECIFIC SUGGESTIONS FOR FUTURE GROWTH
- G. OTHER COMMENTS

Signature of House Leader \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

House Leader comments attached

Indicates comments have been read by evaluator \_\_\_\_\_  
Signature of Evaluator

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

DEPARTMENT HEAD EVALUATION FORM

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

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Comment on items that are applicable.

- A. CURRICULUM PLANNING, DEVELOPMENT, AND EVALUATION
- B. LEADERSHIP AND MANAGEMENT OF THE DEPARTMENT
- C. SUPERVISION, TRAINING AND EVALUATION OF STAFF
- D. CLARITY, COHERENCE, AND TIMELINESS OF COMMUNICATION
- E. RELATIONSHIPS WITH COLLEAGUES
- F. RELATIONSHIPS WITH STUDENTS AND PARENTS
- G. SPECIFIC SUGGESTIONS FOR FUTURE GROWTH

Signature of Director \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Director Comments Attached

Indicates Comments Have Been Read by Evaluator \_\_\_\_\_  
Signature of Evaluator

WESTON PUBLIC SCHOOLS  
Weston, Massachusetts

ELEMENTARY GRADE LEADER EVALUATION FORM

Name: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Comment only on applicable items:

- A. LEADERSHIP AND MANAGEMENT OF THE GRADE.
- B. COORDINATION AND SUPPORT OF CURRICULUM AND GRADE ACTIVITIES
- C. SUPERVISION OF STAFF
- D. CLARITY, COHERENCE, AND TIMELINESS OF COMMUNICATION AS A GRADE LEADER
- E. RELATIONSHIP WITH COLLEAGUES AS GRADE LEADER
- F. RELATIONSHIP WITH STUDENTS
- G. SPECIFIC SUGGESTIONS FOR FUTURE GROWTH
- H. OTHER COMMENTS

Signature of Grade Leader \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Grade Leader comments attached

Indicates comments

CATAGORIES, PRINCIPLES, AND DESCRIPTORS OF EFFECTIVE TEACHING

<b>CATEGORIES</b>	<b>EXAMPLES OF DESCRIPTORS</b>
<p>I. KNOWLEDGE OF CURRICULUM CONTENT</p>	<p>A. The teacher is current regarding curriculum content.</p> <ol style="list-style-type: none"> <li>1. Demonstrates a working knowledge of core curriculum of teacher's assignment.</li> <li>2. Frames curriculum around essential questions in the discipline that provide opportunities for reasoning, logic, applications, analysis and synthesis when planning units, lessons, and assessments.</li> <li>3. Keeps current in the field and applies knowledge to the instructional program.</li> <li>4. Contributes to the ongoing evaluation of the curriculum.</li> <li>5. Distinguishes between what is central and what is peripheral in the subject area when planning units, lessons, and tests.</li> </ol>
<p>II. PREPARATION FOR INSTRUCTION</p>	<p>A. The teacher plans instruction in order to activate and build on student's prior knowledge and experiences, and addresses their individual learning styles.</p> <ol style="list-style-type: none"> <li>1. Has a personal vision of committed, confident learners and uses that vision to guide learning goals, expectations, and standards for student work.</li> <li>2. Sets short-term and year-long goals for curricular units which enable students to derive meaning from their learning and make connections to their present and future lives.</li> <li>3. Frames curriculum around students' own prior knowledge and experience and identifies prerequisite skills, concepts, and vocabulary that are important for students to know in order to be successful at a task.</li> <li>4. Seeks out and collaborates with school-based specialists, resource personnel, and administrators to better design curricula and instructional modifications to meet the special learning needs of students and support all students to learn and apply a challenging core curriculum.</li> <li>5. Integrates the teaching of reading, listening, writing, speaking, viewing, and the use of appropriate learning tools (e.g. calculators, measuring instruments, computers) within the discipline.</li> <li>6. Identifies individual and group needs and plans appropriate strategies to meet those needs.</li> <li>7. Uses materials and resources that are appropriately matched to curricular goals and to students' needs and learning styles.</li> <li>8. Plans frequent instructional opportunities where students are interacting with ideas, materials, and each other, and where students develop an increasing ability to structure their own learning.</li> </ol> <p>B. The teacher plans assessment of student learning effectively.</p> <ol style="list-style-type: none"> <li>1. Determines specific and challenging standards for student learning.</li> <li>2. Develops and uses authentic assessment which describes a student's</li> </ol>

	<p>learning process as well as his/her learning achievements.</p> <p>3. Incorporates time for individual and interactive reflection including response journals, debriefings, and group discussions.</p> <p>C. The teacher monitors students' understanding of the curriculum effectively, and adjusts instruction, materials, or assessments when appropriate.</p> <p>1. Implements a variety of evaluation procedures which appropriately assess the objectives taught.</p> <p>2. Communicates student progress to parents, students, and staff members in timely fashion using a range of information including portfolios, anecdotal records, and other artifacts.</p> <p>3. Prepares and maintains accurate and efficient record-keeping about students' work and participation.</p> <p>4. Regularly uses a variety of formal and informal assessments of students' achievement and progress for instructional revisions and decision-making, maintaining confidentiality concerning individual student data and achievement.</p>
<p>III. INSTRUCTIONAL EFFECTIVENESS</p>	<p>A. The teacher makes learning goals clear to students.</p> <p>1. Makes connections between concepts taught and students' prior knowledge and experiences.</p> <p>2. Regularly checks for students' understanding of content and concepts and progress on skills.</p> <p>3. Identifies confusion and misconceptions as indicated by student responses and regular assessment strategies. Remediates, reteaches or extends teaching to meet individual and/or group need.</p> <p>4. Communicates clearly in writing and speaking, using precise language.</p> <p>5. Understand and shows students the relevance of the subject to life-long learning.</p> <p>B. The teacher diversifies instruction to meet the needs of all students.</p> <p>1. Uses a variety of teaching strategies, including cooperative, peer and project-based learning; audio-visual. Presentations, lectures, discussion and inquiry, practice and application; and the teaching of others.</p> <p>2. Provides learning experiences in a range of learning styles.</p> <p>3. Implements instructional opportunities where students are interacting with ideas, materials, and each other, and where students develop an increasing ability to structure and apply their own learning.</p>
	<p>C. The teacher uses appropriate questioning techniques.</p> <p>1. Uses a variety of questioning techniques, including those which encourage and guide critical and independent thinking and the development of ideas.</p>

	<ol style="list-style-type: none"> <li>2. Presents information recognizing multiple points of view, encourages students to assess the accuracy of information presented.</li> <li>3. Offers students opportunities to reflect on, analyze, and correct their own learning.</li> </ol>
	<p>D. The teacher tries innovative approaches and refines instructional strategies which include effective uses of technologies to increase student learning and confidence to learn.</p> <ol style="list-style-type: none"> <li>1. Regularly tries innovative approaches to improve instructional practices.</li> <li>2. Continually evaluates, tries innovative approaches and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence about learning.</li> <li>3. Assesses instructional strategies in authentic ways by comparing intended and actual learning outcomes.</li> <li>4. Regularly experiments to learn improved instructional strategies.</li> </ol>
	<p>E. The teacher works to insure equitable opportunities for student learning.</p> <ol style="list-style-type: none"> <li>1. Uses a variety of appropriate materials in order to reinforce and extend skills, accommodate learning styles and match instructional objectives.</li> <li>2. Provides opportunities to include all students in the full range of academic programs and activities and extra-curricular activities.</li> </ol>
	<p>F. The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.</p> <ol style="list-style-type: none"> <li>1. Addresses the needs of diverse student populations by applying and adapting constitutional and statutory laws, state regulations and Board of Education policies and guidelines.</li> <li>2. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.</li> <li>3. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body.</li> <li>4. Functions effectively in a multi-lingual, multi-cultural and economically diverse society.</li> </ol>
	<p>G. The teacher monitors students, understanding of the curriculum effectively, and adjusts instruction, materials, or assessments when appropriate.</p> <ol style="list-style-type: none"> <li>1. Causes students to become cognitively active in summarizing important learnings and integrating them with prior knowledge.</li> </ol>
	<p>H. The teacher regularly uses a variety of formal and informal authentic assessments of students' achievement and progress for instructional revisions and decision-making.</p>

	<ol style="list-style-type: none"> <li>1. Provides options for students to demonstrate competency and mastery of new material, including written work, plays, art work, oratory, visual presentations, exhibitions and portfolios.</li> </ol>
	<ol style="list-style-type: none"> <li>I. The teacher works to ensure that a variety of written and spoken language is used on a daily basis.             <ol style="list-style-type: none"> <li>1. Provides options for students to use response and/or dialogue journals; participate in discussions and simulations, and respond to open-ended questions.</li> </ol> </li> </ol>
IV. CLASSROOM MANAGEMENT	<ol style="list-style-type: none"> <li>A. The teacher creates an environment that is positive for student learning and involvement.             <ol style="list-style-type: none"> <li>1. Implements curriculum experiences in which students take increasing responsibility for their own learning.</li> <li>2. Demonstrates an openness to student challenges about information and ideas.</li> <li>3. Uses classroom time and classroom space to promote optimal learning.</li> <li>4. Establishes classroom procedures that maintain a high level of students' time-on-task and ensure smooth transitions from one activity to another.</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>B. The teacher maintains appropriate standards of behavior, mutual respect, and safety.             <ol style="list-style-type: none"> <li>1. Maintains systematic approach to discipline by establishing and administering a consistent and fair set of rules supporting appropriate expectations; students demonstrate attitudes of fairness and respect.</li> <li>2. Manages routines effectively.</li> <li>3. Maintains appropriate professional boundaries with students.</li> <li>4. Serves as a positive role model for students.</li> <li>5. Demonstrates appreciation for and sensitivity to the diversity among individuals; initiates activities to overcome stereotyping or bias and creates an atmosphere that promotes mutual respect and sensitivity to diversity.</li> </ol> </li> </ol>
V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT	<ol style="list-style-type: none"> <li>A. The teacher communicates learning goals and high standards and expectations to students.             <ol style="list-style-type: none"> <li>1. Regularly communicates objectives for learning outcomes to students.</li> <li>2. Regularly provides feedback to students on their progress on goals and objectives.</li> <li>3. Models the skill, attitudes, values, and processes central to the subject being taught.</li> <li>4. Communicates expectations and guidelines regarding quality and quantity of work, work procedures, and interpersonal behavior to students</li> </ol> </li> </ol>

	<p>and parents.</p> <p>5. Matches responses to students' answers and work so as to keep students open, thinking, willing to take risks and persevere with challenging tasks.</p>
	<p>B. The teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.</p> <ol style="list-style-type: none"> <li>1. Uses prompt feedback, student goal setting, and student self-assessment in order to increase student motivation and ownership of learning.</li> <li>2. Develops and supports students' awareness of themselves as learners and their ability to overcome self-doubts associated with learning and taking risks.</li> <li>3. Nurtures students' eagerness to do challenging work and provides incentive, interest and support for students to take responsibility to complete such tasks successfully.</li> <li>4. Acts on the belief that all students can learn and that virtually all can master a challenging core curriculum with appropriate modifications of instruction.</li> <li>5. Encourages and support students to believe that effort is a key to high achievement and acknowledges and values student work, study, and inquiry.</li> <li>6. Regularly identifies students needing extra help and secures student cooperation and participation in extra help sessions.</li> <li>7. Identifies students who are not meeting expectations and develops a plan that designates the teacher's and the students' responsibilities regarding learning.</li> </ol>
<p><b>VI. PROFESSIONAL RESPONSIBILITIES AND RELATIONSHIPS WITH COLLEAGUES</b></p>	<p>A. The teacher is constructive and cooperative in interactions with the staff, parents, and the community, and is receptive to their contributions.</p> <ol style="list-style-type: none"> <li>1. Keeps parents informed of student's progress and works with them to aid in the total development of the student.</li> <li>2. Maintains professional boundaries with parents.</li> </ol>
	<p>B. The teacher shares responsibility for accomplishing the goals and priorities for her/his grade/team/department, building, and school district.</p> <ol style="list-style-type: none"> <li>1. Works constructively with others to identify school problems and suggest possible solutions.</li> <li>2. Works collaboratively with staff in planning and implementing interdisciplinary curriculum, instruction and other school programs and shares expertise and new ideas with colleagues.</li> <li>3. Cooperates with other teachers about students' overall workload.</li> </ol>

	<p>C. The teacher is a reflective and continuous learner.</p> <ol style="list-style-type: none"> <li>1. Reflects about and acts on what students need to know and be able to do, and about what the teacher can do to foster learning.</li> <li>2. Uses available resources to analyze, expand, and refine professional knowledge and skills; resources can include professional organizations, academic course work, school-based staff, administrative and community resources, and other colleagues.</li> <li>3. Participates in activities that demonstrate a commitment to the teaching profession.</li> <li>4. Seeks out information in order to grow and improve as a professional.</li> <li>5. Is receptive to suggestions for growth and improvement.</li> <li>6. Identifies areas/skills in need of professional development and demonstrates a variety of ways to address those needs.</li> </ol>
<p>VII. RELATIONSHIP WITH STUDENTS</p>	<p>A. The teacher recognizes the student as an individual.</p> <ol style="list-style-type: none"> <li>1. The teacher works to establish good rapport with students.</li> <li>2. The teacher uses students' previous and current teachers as resources for information where appropriate.</li> <li>3. The teacher helps students develop a sense of responsibility and self-discipline.</li> <li>4. The teacher recognizes and responds to individual needs.</li> <li>5. The teacher understands principles and patterns of child growth and development, and uses this knowledge in working with students.</li> <li>6. The teacher recognizes and responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and/or participation in class.</li> </ol>
	<p>B. The teacher is committed to developing confident and competent learners.</p> <ol style="list-style-type: none"> <li>1. The teacher demonstrates attitudes of fairness, courtesy, and respect that encourage students' active participation and commitment to learning.</li> <li>2. The teacher works to build positive relationships with students and parents to enhance students' abilities to learn effectively.</li> <li>3. The teacher nurtures students' awareness of themselves as learners and their ability to overcome self-doubts associated with learning.</li> <li>4. The teacher nurtures students' eagerness to do challenging work and provides stimulus and support for students to take responsibility to complete such tasks successfully.</li> </ol>

