

**AGREEMENT**

**between**

**THE WESTON SCHOOL COMMITTEE**

**and**

**THE WESTON EDUCATION ASSOCIATION**

**(UNIT A)**

**2019-2022**

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**2019-2022**  
**AGREEMENT**  
**between**  
**THE WESTON SCHOOL COMMITTEE, WESTON, MASSACHUSETTS**  
**and**  
**THE WESTON EDUCATION ASSOCIATION (UNIT A)**

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**ARTICLE I**  
**RECOGNITION**

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

**ARTICLE II**  
**SCOPE**

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

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

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

**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, this section also applies to occupational and physical therapists with less than three years of service

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

#### **ARTICLE IV SICK LEAVE**

**Section 1.** 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 also 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 PROFESSIONAL DEVELOPMENT. 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. 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.) The parties recognize that this list is illustrative, not exhaustive and that there are many non-traditional relationships that can be no less important to employees. If a teacher believes that leave is appropriate in a particular circumstance, the teacher shall discuss the matter with their principal.
- 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 for the following reasons:

- A. Selective service examination.
- B. Court appearance in connection with jury duty or Weston employment.
- C. Observed religious holy days.
- D. Death of an immediate family member (as defined above) for a maximum of seven days.

**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 proceeding 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 six weeks after the date of the delivery, 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 delivery 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. In the case of a teacher who adopts a minor child he/she is entitled up to 15 days, paid if accrued (up to 10 from sick and up to 5 from personal). In the case of a teacher whose spouse gives birth he/she is entitled up to 10 days, paid if accrued (up to 5 from sick and up to 5 from personal).

**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 will be credited and available to her, except salary step increases, sick leave credit, and sick leave payments not made pursuant to Section 8 above
- 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 \$150 per school year or portion thereof.

## **ARTICLE XI TUITION REIMBURSEMENT AND VOUCHERS**

**Section 1.** Any part-time or full-time teacher is entitled to reimbursement of tuition and laboratory fees paid for approved college or university graduate courses, and for activities approved for equivalency credits under EQUIVALENCY CREDIT FOR INSTITUTES, WORKSHOPS, TRAVEL AND NON-

CREDIT COURSES, excluding travel, successfully completed while on Professional Teacher status in Weston. Teachers without Professional Teacher status will be eligible for the benefits of this Section provided that they are reappointed and report for work during the following school year, or they are not reappointed or resign in lieu of non-reappointment.

The School Committee shall set aside a total of \$75,000 for tuition reimbursement for pre-approved courses. Of that, \$37,500 will be used to fund approved courses scheduled to begin between July 1 and December 31, and \$37,500 will be used to fund approved courses scheduled to begin between January 1 and June 30. The School Committee will set aside an additional \$15,000 per contract year for professional development applicable to teachers, with the content of such professional development at the discretion of the superintendent.

Reimbursement in each period shall be on a first-come first-served basis and shall not exceed \$1,500 per individual. Teachers will be eligible to receive up to an additional \$1,500 for courses leading to an approved dual certification. Any amount of the \$37,500 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 \$1,500 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.

**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 and summer, by electronic communication to each teacher at least ten school days before the final date that applications for such vacancy must be submitted.
- B. Effort will be made to allow teachers ten (10) days before the final date that applications for such vacancies must be submitted, but for vacancies that become known to the administration after the close of school in June, the Superintendent may, at 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.** No later than twelve (12) school days prior to the end of each student year, teachers will receive their assignments of buildings and grades for the following year. By July 30, they will receive their schedules which include courses and periods. It is understood that such assignments and schedules remain tentative and are subject to change by the Administration as circumstances dictate.

**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 1/184 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. The parties acknowledge that the length of the student day set forth in Section 4(b)(D) below represents a decrease from existing practice at both the middle school and the high school. The parties agree that

the District may increase the length of the student day at the middle and /or high school provided that the total student day does not exceed the length of the student day in the 2017-18 academic year. 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.

For faculty members in the secondary schools, the eight continuous hours of time on school premises shall be from 7:30 AM to 3:30 PM.

The following bulleted paragraphs shall apply to elementary faculty members:

- Faculty members should arrive no later than 7:45 AM and leave no earlier than 3:15 PM. Faculty members who have completed their professional obligations and have fulfilled the expectation of eight continuous hours on school premises may leave any time after 3:15 PM.
- Tuesday and Thursday afternoons from 2:45 PM to 3:45 PM are reserved for grade, team, department, or faculty meetings. When possible, IEP meetings will be scheduled after school on Monday or Wednesday so as not to conflict with these meetings. Monday, Wednesday and Friday after student dismissal are generally for individual teacher preparation time and informal, unplanned collaboration with colleagues and administrators.
- Teachers understand that the unpredictable nature of education necessitates that the Principal or other administrators may need to schedule some meetings on Monday, Wednesday, or Friday. Principals and administrators understand the need for ample preparation time for teachers and will schedule additional meetings on these days sparingly.
- Faculty members leaving prior to 3:45 PM may only do so when they have fulfilled all their professional obligation for the day.

For example, a faculty member may have an IEP meeting on a Monday or Wednesday that will meet until 3:45. On those days, the faculty member is expected to remain at work until 3:45 even if they arrive prior to 7:45 AM.

- If a faculty member needs to arrive later than 7:45 AM or leave prior to 3:15 PM, the faculty member must seek prior approval from the principal even if the faculty member fulfills their obligation of eight continuous hours on school premises.
- Faculty members need to preserve the availability to stay until 3:45 PM as needed to be able to attend meetings as necessitated to fulfill their professional obligations.

**Section 4(a).** Except for elementary early release Wednesdays, kindergarten students shall be dismissed at 2:20 P.M. four (4) days per week and at 12:15 P.M. every Wednesday. Release time will be granted

to kindergarten teachers in May to allow for kindergarten screenings. 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 first day 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(b).***

- A. The number of elementary early dismissal Wednesdays will be nine (9), two of which are used for parent conferences. On these days, students are dismissed at 11:30 AM.
- B. Students in kindergarten through fifth grade arrive in their classroom at 8:00 AM. Elementary teachers shall be in their classroom prior to 8:00 AM.
- C. Every effort will be made to prevent any loss in specialist instruction time and/or classroom teacher preparation time that may result from early-dismissal Wednesdays. In the event that a minimal loss in specialist instruction time and/or classroom teacher preparation time in unavoidable, every effort will be made to equalize the loss of specialist instruction time and/or classroom teacher preparation time.

At the start of the school year, each Principal will confer with his/her cabinet (including teacher leaders) to create a schedule of meetings including first Wednesdays, faculty meetings, and department or team meetings, cross grade, curriculum or department meetings and professional development. This schedule will be shared with faculty at the first faculty meeting of the year.

For the seven (7) elementary early release Wednesdays not used for parent conferences, the entire day after student dismissal will be used as:

District-Wide (2)

Individual Faculty Preparation Time (2)

Principal's Discretion (2)

Shared Faculty/Principal (1) with half the time for individual preparation time

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

On the early release Wednesdays that are shared between Principal discretion and teacher discretion, approximately half the time after student dismissal shall be for individual faculty preparation time. No meetings such as described above will be scheduled during this time.

D. For students, the middle school and high school day starts at 8:45 AM and ends at 3:15 PM.

For teachers, the 7:30 AM. to 8:30 AM time frame is used as follows:

- One day per week is for faculty meetings or department meetings.
- One day per week is for content-team meetings.
- One day per week is for extra-help time with students. These extra-help sessions will be from 7:30AM to 8:30 AM.
- One day per week is for various leadership team meetings and Instructional Support Team meetings. Teachers not involved in these meetings will use the time for individual preparation, informal collaboration and other professional obligations.
- One day per week is for individual teacher preparation time, informal collaboration and other professional obligations.

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

### ***Section 5.***

A. Department Heads in English, history, mathematics and science have 50% released time. The Department Head of Guidance has a 50% caseload. 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.

The 6-12 Special Education Department Head shall have a 0.25 teaching load and 0.75 release time. In conjunction with this release time and so long as there remains a 1.0 Team Chair at the High School, high school special education teachers shall teach 25 out of 40 blocks. However, special education teachers who are the primary teacher for 2 or more courses (a separate math course, for example) shall teach 20 out of 40 blocks.

B. The K-12 Directors of Music, Art, Foreign Language, Physical Education/Health and Wellness, and Health Services will receive released time in the range of twenty to fifty percent (20 - 50%).

C. Department Heads and Directors shall work 189 days per calendar year. The 5 additional days beyond the 184-day school year shall be at the discretion of the Department Head or Director to perform needed work of their department. The Department Head or Director will decide what days during the calendar year they will work the additional 5 days as well as what work they will be doing during those 5 days.

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

- 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). Except as specified to the contrary herein, all kindergarten positions shall be classified as full-time positions (1.0FTE) and shall be entitled to all the salary, benefits, rights and conditions of full-time teachers under the terms of the Collective Bargaining Agreement. 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.** The work year for school nurses shall be 185 days. Any work days approved beyond will be paid at the then current per diem rate for the nurse who performs that work.

**Section 9.**

- A. In addition to their teaching load, full-time High School faculty members shall be assigned one of the following:
  - 1) 3 office-hour blocks will be in the 8-day cycle. The teacher will consult with their Department Head or Director regarding the scheduling of the blocks – both when the blocks will be in the 8-day cycle, and where the office-hour blocks will take place. However, the ultimate decision as to the schedule of the blocks will be at the discretion of the teacher. During these office hour blocks, teachers will be available to help any student that comes for help, including students they do not teach in their classes.
  - 2) 2 office-hour blocks per 8-day cycle and 1 block per 8-day cycle supporting students in The Enrichment Center (TEC). The 2 office-hour blocks will be as scheduled as described in #1. While providing student support in TEC, teachers will be available to assist students with specific content questions in their discipline.

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

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

- C. This section shall not apply to those special education faculty members who are assigned 25 out of 40 blocks as described in Section 5, Part A.

**Section 10.** Middle School faculty members shall be assigned one block per 5 day cycle to lead a middle school advisory.

## **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, so long as the following conditions are met:

- A. The activity has the approval of the Superintendent.
- B. The owner of the vehicle being used in transporting students must file evidence with the Superintendent of personal liability insurance coverage on the vehicle in the amounts of

at least \$100,000 per person and \$300,000 per accident.

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

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

**Section 4.** All teachers in the bargaining unit, 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.

### **1) Purpose of Educator Evaluation**

- A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, occupational therapists, physical therapists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, observations, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre-and post-unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who

are rated proficient or exemplary.

- (a) For educators whose impact on student learning is either moderate or high, the Educator Plan shall be two years. 35.06(7)(a)(1)
  - (b) For educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact 35.07(a)(2)
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator:** Any person designated by a superintendent who has responsibility for observation or evaluation and who has successfully completed a professional learning program (see 603 CMR 35.11(7)) and is responsible for judging professional practice. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. Each classroom teacher and caseload educator will have one evaluator responsible for determining performance ratings, although other evaluators may participate in the evaluation process by completing visits of practice. The classroom teacher and caseload educator shall be apprised of his/her evaluator at the beginning of the academic year. Each classroom teacher and caseload educator who is assigned to more than one building will be evaluated by the appropriate licensed administrator where the individual is primarily assigned or assigned most of the time. The principal of each building in which the classroom teacher and caseload educator serve must review and sign the evaluation. The evaluator shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting, analysis and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5)

Summative Evaluation.

- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall.

Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the

Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- T) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and/or supplemental to 603 CMR 35.00.
- U) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- V) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth, and achievement, pursuant to #20 below.
- X) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - vii) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - viii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - ix) Elements: Defines the individual components under each indicator
  - x) Descriptors: Describes practice at four levels of performance for each element
- Z) **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. 603 CMR 35.06 (2) The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03(2)(b) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a)

- AA) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. 603 CMR 35.08(3). To be rated Proficient overall, a teacher shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers, 603 CMR 35.03(1) and 35.03(2).
- BB) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **Trends in student learning:** At least three (3) years of data from locally bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- DD) **Visit of Practice:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least fifteen (15) minutes in duration by the Evaluator and may include examination of artifacts of practice. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon written protocols. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in feedback to the Educator, are not observations as defined in this Article.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, pursuant to #20 below, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical

Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects

- iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) gain scores; and
- iv) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement as negotiated between the parties. The measures shall be based on the Educator's role and responsibility.

B) Observations and artifacts of practice including;

- i) Visits of Practice as defined in #10 below.
- ii) Examination of Educator work products.
- iii) Examination of student work samples.

C) Other Evidence, including but not limited to:

- i) Evidence compiled and presented by the Educator, including:
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s); and
- iv) Student Feedback, pursuant to #21 below.

4) **Rubric**

- A) The rubrics constitute a scoring tool used for the Educator’s self-assessment, formative assessment, formative evaluation and summative evaluation
- A) Any newly hired Educator who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one (1) month of the date of hire. This learning activity shall occur during the contractual work day. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

5) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided when the availability and use of technology permit.
  - iv) The faculty meeting may be recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.

6) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing a self-assessment and bringing it to the goal setting meeting with the Evaluator. This meeting should take place by October 15<sup>th</sup> or within six weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility, pursuant to #20 below.

- (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- (c) Proposed goals to pursue as described below.

B) Proposing the goals

- i) Educators should meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 15<sup>th</sup> (or within six weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined pursuant to #20, below.

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

- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement, whether they be individual or team goals.
  - iv) For educators with Professional Teacher Status with ratings of Proficient and Exemplary, the professional practice goal may be a team goal. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
- D) The Evaluator and Educator complete the Educator Plan at the Goal Setting Meeting. This meeting shall take place by October 15<sup>th</sup>. The plan will be completed on MyLearningPlan.com or using some other online tool. The Educator and Evaluator shall electronically sign the Educator Plan. The Educator’s signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator’s Plan. The Educator may include a written response to the plan.

8) **Evaluation Cycle: Visits of Practice**

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

**Number of Visits of Practice for Educators**

Educators Full Time Equivalency	Minimum Number of Visits of Practice Per Year
1.0 to 0.75 (but not including 0.75)	4
0.75 to 0.5 (including 0.5)	3
Below 0.5	2

Educators who begin work before the 90<sup>th</sup> day of the school year will have the number of visits of practice listed in the table above. Educators who begin work on or after the 90<sup>th</sup> day of the school year will have half of the number of visits of practice listed in the table

above. An educator at an FTE of 0.75 to 0.5 (but not including 0.5) who begins work on or after the 90<sup>th</sup> day of the school year will have 2 visits of practice.

**Number of Visits of Practice for Teacher-Leaders**

Leadership Role	Visits of Practice of Teaching Per Year	Visits of Practice of Leadership Per Year
Elementary Grade Leaders, Middle School House Directors, Middle School House Supervisors	4	2
6-12 Department Heads and K-12 Directors	3	3
Nurse Leader and Elementary Curriculum Specialists	0	4

The leadership summative rubric will be completed at the end of every school year.

9) **Visits of Practice**

The Evaluator’s first visit of practice of the Educator shall take place by November 15<sup>th</sup>. Visits of practice required by the Educator Plan should be completed by May 15<sup>th</sup>.

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

A) **Visits of Practice**

- i) A visit of practice is a visit of at least 15 minutes in duration.
- ii) A visit of practice shall be announced or unannounced, at the discretion of the Evaluator.
- iii) Within 4 school days after the visit of practice, the evaluator and educator will have a conversation about the visit of practice. At least 2 of the conversations must be a face-to-face conversation. The other conversations can be something other than face-to-face (email, etc).
- iv) Within 4 school days after the conversation, the evaluator will submit notes of the visit of practice on MyLearningPlan.com, or some other online tool. The Evaluator will assess the walk-through on MyLearningPlan.com, or some other online tool, as Exemplary, Proficient, Needs Improvement or Unsatisfactory. For any visit of practice assessed as Needs Improvement or Unsatisfactory, the Evaluator will indicate which specific indicators were observed as Needs Improvement or Unsatisfactory.

- v) If the conversation was not a face-to-face meeting and the visit of practice was assessed as Needs Improvement or Unsatisfactory, a follow-up face-to-face conversation within 4 school days after submitting the notes and assessment on MyLearningPlan.com (or some other online tool) should take place between the evaluator and educator.
- vi) One (1) visit of practice need not be at the “point of practice.”
- vii) For any standard where the Educator’s practice was found to be Needs Improvement or Unsatisfactory, the feedback must:
  - (a) Describe the basis for the Evaluator’s judgment.
  - (b) Describe actions the Educator should take to improve his/her performance.
  - (c) Identify support and/or resources the Educator may use in his/her improvement.
  - (d) State that the Educator is responsible for addressing the need for improvement.
  - (e) The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.
- viii) The Educator may include a written response to the visit of practice notes on MyLearningPlan.com or some other online tool.
- ix) An educator may request additional visits of practice.

10) **Evaluation Cycle: Formative Assessment for 1 year cycles**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice or Educator goals or both.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed.
- C) The Mid-Cycle Assessment report provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan,

performance on Performance Standards and overall, or both

- D) By January 17<sup>th</sup>, The Educator may provide to the Evaluator evidence of the Educator's performances against the four Performance Standards.
  - E) The Evaluator shall complete the Mid-Cycle Assessment report on MyLearningPlan.com, or some other online tool, and share the report with the Educator at a face-to-face meeting by January 31<sup>st</sup>. This face-to-face meeting may be combined with a meeting after a visit of practice.
  - F) The Educator may reply in writing to the Mid-Cycle Assessment report within four (4) school days of the Mid-Cycle Assessment meeting. The Educator's reply shall be on MyLearningPlan.com, or some other online tool.
  - G) The Educator shall electronically sign the Mid-Cycle Assessment report by within 4 school days of receiving the report. The signature indicates that the Educator received the Mid-Cycle Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - H) As a result of the Mid-Cycle Assessment Report, the Evaluator may change the activities in the Educator Plan.
  - I) The educator's performance for this report shall be assumed to be the same as the previous summative evaluation unless evidence demonstrates a significant change in performance.
  - J) After the Mid-Cycle assessment and upon request of the educator, another trained supervisor shall be assigned to perform a formal visit of practice to be used as evidence in the educator's summative evaluation.
- 11) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a PTS End-of-Year 1 report no later than June 1<sup>st</sup> of the first year of the two-year cycle.
  - B) By May 18<sup>th</sup>, the Educator shall complete the Collection of Evidence form on MyLearningPlan.com, or some other online tool.
  - C) The Evaluator shall complete the PTS End-of-Year 1 report on MyLearningPlan.com, or some other online tool, and share the report with the Educator at a face-to-face meeting by June 1<sup>st</sup>. This face-to-face meeting may be combined with a meeting after a visit of practice.
  - D) The Educator may reply in writing to the PTS End-of-Year 1 report within four (4) school days of the PTS End-of-Year 1 meeting. The Educator's reply shall be

on MyLearningPlan.com, or some other online tool.

- E) The Educator shall electronically sign the PTS End-of-Year 1 report by within 4 school days of receiving the report. The signature indicates that the Educator received the PTS End-of-Year 1 report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- F) As a result of the PTS End-of-Year 1 Report, the Evaluator may change the activities in the Educator Plan.
- G) The educator's performance for this report shall be assumed to be the same as the previous summative evaluation unless evidence demonstrates a significant change in performance.
- H) After the PTS End-of-Year 1 meeting and upon request of the educator, another trained supervisor shall be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.

12) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one-year Educator Plan, the summative report must be written and provided to the Educator by May 15<sup>th</sup>. For Educators on a two-year Educator Plan, the summative report must be written and provided to the Educator by June 1<sup>st</sup>.
- B) The Evaluator determines a rating on each standard based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals. In determining the overall rating, the Evaluator shall give equal weight to the four standards and attainment of goals.
- C) The Evaluator shall determine the summative rating that the Educator receives. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and review the rating with the Evaluator and the Supervisor shall confirm or revise the Evaluator's rating of the Educator.
- D) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards.

- F) No less than two weeks before the due date for the Summative Evaluation report, the Educator will complete the Collection of Evidence form on MyLearningPlan.com, or some other online tool. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall share a signed copy of the Summative Evaluation report completed on MyLearningPlan.com, or some other online tool, to the Educator at a face-to-face meeting, by May 15<sup>th</sup> for Educators on a one-year cycle and by June 1<sup>st</sup> for Educators on a two-year cycle.
- I) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- J) The Educator shall electronically sign the final Summative Evaluation within 4 days of receiving the evaluation. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- K) The Educator shall have the right to respond in writing on MyLearningPlan.com to the Summative Evaluation. The Educator's response shall become part of the final Summative Evaluation report.
- L) A hard copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

13) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and student achievement. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;

- iii) An outline of actions the Educator must take to attain the goals that include specified professional development, self-study, and coursework, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
    - C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan. These activities shall be paid for by the District, and shall take place within the contractual workday when appropriate.
- 14) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and educators working the first year in a new school or under a different educator license.
  - B) The Educator shall be evaluated at least annually.
- 15) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is moderate or high, when available. A PTS End-of-Year 1 report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
  - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 16) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
  - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1<sup>st</sup>.

17) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no more than one school year.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s), indicator(s), elements(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;

- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
  - vii) Include the signatures of the Educator and Evaluator.
  - viii) If there is no agreement on the contents of the plan, the Association may submit the issue to expedited mediation and arbitration through the American Arbitration Association.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator’s signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator’s status at the conclusion of the Improvement Plan:
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**18) Timelines**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with Educators in teams or individually to establish and complete Educator Plans	October 15
Evaluator should complete first visit of practice of each Educator	November 15

Non-PTS Educator may to the Evaluator evidence of the Educator’s performance against the four Performance Standards.	January 17
Evaluator should complete second visit of practice of each Educator.	January 31
<b>Non-PTS Educators on 1 Year Developing Educator Plans</b>	
Evaluator meets with Non-PTS Educator to share Mid-Cycle Report	January 31
Educator submits collection of evidence form.	May 1
Evaluator meets with Educator to share Summative Evaluation Report	May 15
Educator signs Summative Evaluation Report and adds optional response	May 19
<b>PTS Educators on 2-Year Self-Directed Growth Plans</b>	
Evaluator meets with Educator to share PTS End-of-Year 1 Report	June 1 of Year 1
Evaluator meets with Educator to share Summative Evaluation Report	June 1 of Year 2
Educator signs Summative Evaluation Report and adds optional response	June 5 of Year 2

**A) Educators on Plans of Less than One Year**

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

**19) Rating Impact on Student Learning Growth**

ESE has provided model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. The parties agree to bargain with respect to this matter, provided that educators will not be assessed using student data until the measures are identified and data is available for three years.

**20) Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter, including protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

**21) Using Staff feedback in Administrator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

## 22) General Provisions

- A) Only those who are licensed may serve as Evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator, or use of staff in support of an Evaluator or administrator.
- C) The superintendent shall insure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) The parties agree to establish a joint labor-management evaluation team that shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for negotiations and ratification.
- E) For any deadline in the evaluation process that falls on a non-school day, the deadline will be the next school day that occurs after the deadline.
- F) A violation of this article that has a direct impact on an Educator's final summative evaluation is subject to the grievance and arbitration procedures.

Principals, Assistant Principals, Department Heads and Directors will have full access to all online notes and documents that are part of the evaluation cycle of any educator under their supervision. Other administrators that are not taking part in the walk-throughs and observations of an educator will only have online access to the final summative evaluation of the educator and can only access other online notes and documents if they notify the educator in advance. Administrators that are not taking part in the walk-throughs and observations of an educator will be able to view online how each evaluator is progressing in fulfilling the requirements of the evaluation cycle.

## **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 PROFESSIONAL DEVELOPMENT**

**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. The Superintendent will consult with the cabinet of each school. Teachers on

unpaid leave are eligible to participate in summer professional development provided that he/she has submitted his/her written intent to return from leave at the start of the school year following the summer professional development. Further, teachers on unpaid leave who are selected for summer professional development shall defer receipt of summer earnings until the first paycheck in October and shall forfeit said earnings if she/he does not return to work at the start of the school year.

**Section 3.** Summer employment for Weston teachers will be for a number of teacher weeks equal to at least 82% 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, METCO and Health Services, and the Department Heads of English, Math, Science, Social Studies, and Special Education may each be employed as needed. The Director or Department Head will inform the Assistant Superintendent for Teaching and Learning of the number of days they need to work in an upcoming summer. These requests will be submitted according to the deadlines for summer workshop proposals. The Assistant Superintendent for Teaching and Learning may approve up to 85 summer days (as part of the days provided under Section 3) for Directors and Department Heads. Any unused days of the 85 shall be used for faculty summer workshop days.

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

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

The Guidance Department Head may be employed for up to fifteen (15) working days and may allocate up to eight (8) of his/her allotted fifteen (15) days for other High School Guidance Counselors. In addition, each High School Guidance Counselor will be scheduled for two (2) per diem days to be worked the two days prior to opening day for teachers. If one or more of the per diem days conflict with a scheduled district day, the per diem days will be scheduled in advance of the district day.

The nature of the Guidance Department summer work will be mutually agreed between the Director and the Superintendent. Mid-summer days will be scheduled in a manner that provides regularity and certainty of availability to the parents and public. (For example, every Monday and Wednesday of the summer from 8 AM – 3 PM).

**Section 6.** Compensation for summer employment will be at the per diem rate of one-one hundred eighty-fourth (1/184) of the teacher's annual salary including role differentials that are part of the basic job but excluding differentials for activity supervision. The maximum per diem rate paid to any teacher will be \$325

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

## **ARTICLE XXVI SALARIES**

**Section 1.** The salary schedules hereinafter set forth will become effective on September 1, 2019 and will remain in effect through August 31, 2022.

**Schedule A** - See Salary Schedules September 2019 through August 2022

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

**Schedule D** - Coaching Differentials

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

**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. Teachers may only advance one lane every two academic years. This restriction shall not apply to a teacher who, with the prior approval of the Superintendent or his/her designee, enrolls in a Master's degree program, an additional licensure program, or a Certificate of Advanced Graduate Studies (CAGS) program. The new salary will be reflected in the either the 12<sup>th</sup> check or the 14<sup>th</sup> check of the school year, depending upon whether the teacher is receiving 26 checks or 22 checks.

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

**Section 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	\$1,600
Beginning at year 20	\$1,800
Beginning at year 25	\$2,100

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

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

**Section 2.**

- A. Faculty members who had been receiving the longevity payments described in Section 3 during the 2018-2019 school year will continue to receive the \$5,000 longevity payments as described in Section 3. Upon completion of the three years of \$5,000 longevity payments, these faculty members are not eligible for longevity payments as described in Section 1.
- B. Faculty members who had not been receiving the longevity payments as described in Section 3 during the 2018-2019 school year are not eligible for longevity payments described in Section 3. These faculty members are only eligible for longevity payments as described in Section 1.
- C. Faculty members who informed the district of their intent to receive the longevity payments described in Section 3 by December 1, 2018 and are scheduled to begin the longevity payments as described in Section 3 in the 2019-2020 school year will have two choices:
  - 1. These faculty members can receive the longevity payments as described in Section 3 beginning in the 2019-2020 school year. All the language in Section 3 shall apply to these faculty members. Specifically, upon completion of the three years of \$5,000 longevity payments, these faculty members are not eligible for longevity payments as described in Section 1.

OR

- 2. These faculty members can withdraw their request to begin the longevity payments as described in Section 3 and instead begin receiving the longevity payments as

described in Section 1. These faculty members will no longer be eligible for the longevity payments in Sections 3.

D. Administration will contact faculty members who need to make the choice described in part C by September 1, 2019. Faculty members will respond indicating their preference of Option 1 or Option 2. If the faculty member does not respond after two attempts at communication, the faculty member will be placed in Option 1.

**Section 3.** 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 members shall only receive payments if the member remains employed by Weston. Each \$5,000 payment will be divided equally among the pay periods of the applicable year. If a member retires, resigns, or otherwise leaves employment prior to the end of those three consecutive years, the longevity payment shall cease at the time the member's employment with Weston ceases.

Notification of this option must be received by December 1 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. 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 equivalency 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. No more than 15 equivalency credits may be applied for purposes of lane advancement 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.

**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 (and other bargaining unit members for whom PTS cannot be attained under the statute) will be affected by this ARTICLE, the Superintendent will utilize the following method: layoff of PTS teachers (and other bargaining unit members for whom PTS cannot be attained under the statute) within a discipline because of the School Committee's decision to reduce staff will be based upon performance and seniority. Performance will be determined by the overall rating as determined in the three most recent written summative evaluations written by the primary evaluator, though no distinction will be made between a teacher rated proficient or exemplary, any other evaluations written in the same time period, and any post-observation forms or administrative memoranda written since the most recent evaluation, and teacher responses to these documents as contained in both the folder in the Superintendent's office and the folder in the building principal's office for each person currently serving in each RIF discipline, including teachers on leave. If there is no significant difference in the quality of the teachers' performance, seniority within the discipline will govern. Seniority within the discipline will be determined by the seniority list (that is, the teacher lowest on the seniority list will be affected first, then the next lowest, etc.). In case of any dispute as to the existence of a significant difference, the comparison will be between the affected teacher and the most

junior teacher within the discipline. The Association has the right to view and make copies of all relevant documents involved in RIF decisions. The Association will inform the affected teachers when such a review is made. The above will apply to partial as well as full reductions.

The seniority list will be determined by the following rules:

- A. The names of all Unit A members employed by the Weston Public Schools, including those on leave, will be listed. The names of Unit A will be coordinated in one system-wide list for the purpose of establishing a body of information mutually agreed to, and for convenience. The rights of individuals are defined in this Agreement; these rights are not altered by the appearance of names in the system-wide list.
- B. The date used will be the date on which a person began to serve, not the date on which the Committee or Superintendent decided to employ the person. "September 1" will be the date used for teachers who began to serve on the initial teacher orientation day in the fall of any year. The actual first day of teaching will be listed for any teacher who began service during a school year.
- C. Time spent on any type of leave, paid or unpaid, will not be deducted.
- D. Part-time and full-time service will be treated equally.
- E. Teachers re-appointed in early April will be treated exactly as those re-appointed in May-August, so long as no break in service occurred.
- F. In addition to a teacher's continuous service, dates will be adjusted to include the following:
  - 1. service as a paid Weston teacher intern with exclusive responsibility for students; and
  - 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 preK-6	Team Chair/School Psychologist
Business	Guidance	Social Studies
Chemistry	Consumer Science	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	
French	Music	Technology Education
General Science	Physical Education	Technology Specialist
	Physical Therapists	Occupational Therapists

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

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

**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 position of High School Drama 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 TEACHER LEADERS**

**Section 1.** The Superintendent or his/her designee's appointment of Department Head (6-12), Directors (K-12), and the Director of Health Services will be for either two or three-year terms, at the discretion of the Superintendent or designee. There is no limit to the number of terms served. This agreement does not constitute a waiver of any legal or contractual rights which teachers or the school district may have. If

positions are modified or added as a result of the leadership study, those positions will be included or modified in this article accordingly.

By June 1, each leader shall receive a summative evaluation annually for the leadership component of this position from the designated administrator, with input from members of the administrative council as appropriate. Unless otherwise noted, all references to a “rating” and “evaluation” in this Article refer to the overall rating of a summative evaluation.

#### For Any Year Other Than the Final Year of the Term

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

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

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

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

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

#### For The Final Year Of The Term

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

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

Section 2. The attached job description and evaluation instrument shall be used annually for Department Heads and Directors. The parties agree that evaluation notes and summative reports are personal in nature and great care should be used in ensuring any electronic notes and reports are carefully maintained to prevent unauthorized disclosure. Given that, if the Assistant Superintendent for Curriculum and Instruction and/or the Director of Student Services collects feedback from other administrators about Department Heads and Directors, the following guidelines will be followed:

1. The Assistant Superintendent for Curriculum and Instruction and/or the Director of Student Services will be the custodian and editor of the electronic form. The electronic form may not

be electronically shared other than by and among the Assistant Superintendent for Curriculum and Instruction, Director of Student Services, and Superintendent.

2. The restrictions on access to the electronic form shall not preclude appropriate administrators (including but not limited to the Assistant Superintendent for Curriculum and Instruction, Director of Student Services, Principals, and Assistant Principals) from conferring regarding feedback and evaluation of Department Heads and Directors, including the sharing of any hard copy (non-electronic) evaluation notes or other related documentation.

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

**ARTICLE XXXIII  
DURATION**

This Agreement will become effective as of September 1, 2019 and will continue and remain in full force and effective until August 31, 2022, but in any event until a successor Agreement becomes effective.

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**MEMORANDUM OF UNDERSTANDING  
(BACHELOR'S DEGREE)**

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

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

Schedule A  
12 Step Salary Schedule  
(Began prior to July 1, 2019)

<b>Schedule A - Salary Schedule: FY20 12 Step Scale (2.25%)</b>								
<i>STEP</i>	<i>B</i>	<i>B30</i>	<i>M</i>	<i>B45</i>	<i>M15</i>	<i>M30</i>	<i>M45</i>	<i>M60/DOC</i>
1	53,929		57,131		58,591	60,357	61,823	63,282
2	55,088		59,327		60,808	62,778	64,142	65,602
3	58,036		61,684		63,143	65,171	66,630	68,096
4	60,808		64,588		66,062	68,279	69,709	71,190
5	63,711		67,819		69,301	71,642	73,232	74,860
6	66,630		71,023		72,482	74,954	76,771	78,523
7	69,578		74,291		75,837	78,523	80,376	82,308
8	72,694		77,910		79,697	82,739	84,767	86,871
9	76,158		82,697		83,740	87,014	89,217	91,422
10	80,157		86,424		88,444	91,845	94,142	96,768
11	89,984		91,422		93,427	97,221	99,593	101,934
12		102,218	102,218	104,385	104,385	108,988	111,440	113,898

<b>Schedule A - Salary Schedule: FY21 12 Step Scale (2.25%)</b>								
<i>STEP</i>	<i>B</i>	<i>B30</i>	<i>M</i>	<i>B45</i>	<i>M15</i>	<i>M30</i>	<i>M45</i>	<i>M60/DOC</i>
1	55,142		58,417		59,910	61,715	63,214	64,705
2	56,328		60,662		62,176	64,191	65,586	67,078
3	59,342		63,072		64,564	66,637	68,129	69,629
4	62,176		66,041		67,548	69,816	71,277	72,791
5	65,144		69,345		70,860	73,254	74,880	76,545
6	68,129		72,621		74,113	76,641	78,499	80,290
7	71,144		75,962		77,543	80,290	82,184	84,160
8	74,329		79,663		81,490	84,600	86,675	88,825
9	77,871		84,557		85,624	88,972	91,225	93,479
10	81,960		88,368		90,434	93,912	96,260	98,946
11	92,009		93,479		95,529	99,409	101,833	104,228
12		104,518	104,518	106,734	106,734	111,441	113,948	116,461

<b>Schedule A - Salary Schedule: FY21 12 Step Scale (2%)</b>								
<i>STEP</i>	<i>B</i>	<i>B30</i>	<i>M</i>	<i>B45</i>	<i>M15</i>	<i>M30</i>	<i>M45</i>	<i>M60/DOC</i>
1	56,245		59,585		61,108	62,949	64,479	65,999
2	57,454		61,876		63,420	65,475	66,897	68,419
3	60,529		64,334		65,855	67,970	69,492	71,021
4	63,420		67,362		68,899	71,212	72,703	74,247
5	66,447		70,732		72,277	74,720	76,378	78,076
6	69,492		74,073		75,595	78,174	80,069	81,895
7	72,566		77,482		79,094	81,895	83,828	85,843
8	75,816		81,257		83,120	86,292	88,408	90,602
9	79,429		86,249		87,336	90,751	93,049	95,348
10	83,600		90,136		92,243	95,790	98,185	100,925
11	93,849		95,348		97,440	101,397	103,870	106,312
12		106,609	106,609	108,868	108,868	113,669	116,227	118,790

\* Any faculty member whose first work day is July 1, 2019 or later will be on the 15-step scale.  
All Occupational and Physical Therapists, regardless of date of hire, will be placed on the 15-step scale.

Schedule A  
15 Step Salary Schedule  
(Began after July 1, 2019)

<b>Schedule A - Salary Schedule: FY20 15 Step Scale (2.25%)</b>						
<b>STEP</b>	<b>B</b>	<b>M</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60/DOC</b>
1	53,929	57,131	58,591	60,357	61,823	63,282
2	56,843	59,866	61,391	63,415	64,970	66,519
3	59,757	62,602	64,190	66,472	68,117	69,757
4	62,671	65,337	66,990	69,529	71,264	72,995
5	65,586	68,072	69,789	72,587	74,411	76,233
6	68,500	70,807	72,588	75,644	77,558	79,471
7	71,414	73,542	75,388	78,701	80,705	82,709
8	74,328	76,278	78,187	81,759	83,852	85,947
9	77,243	79,013	80,987	84,816	86,999	89,185
10	80,157	81,748	83,786	87,874	90,146	92,423
11		84,483	86,586	90,931	93,293	95,660
12		87,218	89,385	93,988	96,440	98,898
13		92,218	94,385	98,988	101,440	103,898
14		97,218	99,385	103,988	106,440	108,898
15		102,218	104,385	108,988	111,440	113,898

<b>Schedule A - Salary Schedule: FY21 15 Step Scale (2.25%)</b>						
<b>STEP</b>	<b>B</b>	<b>M</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60/DOC</b>
1	55,142	58,416	59,909	61,715	63,214	64,706
2	58,122	61,213	62,772	64,842	66,432	68,016
3	61,102	64,011	65,634	67,968	69,650	71,327
4	64,082	66,807	68,497	71,093	72,867	74,637
5	67,061	69,604	71,359	74,220	76,085	77,948
6	70,041	72,400	74,221	77,346	79,303	81,259
7	73,021	75,197	77,084	80,472	82,521	84,570
8	76,001	77,994	79,946	83,599	85,739	87,881
9	78,981	80,791	82,809	86,724	88,956	91,192
10	81,960	83,587	85,671	89,851	92,174	94,503
11		86,384	88,534	92,977	95,392	97,812
12		89,180	91,396	96,103	98,610	101,123
13		94,293	96,509	101,215	103,722	106,236
14		99,405	101,621	106,328	108,835	111,348
15		104,518	106,734	111,440	113,947	116,461

<b>Schedule A - Salary Schedule: FY21 15 Step Scale (2%)</b>						
<b>STEP</b>	<b>B</b>	<b>M</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60/DOC</b>
1	56,245	59,585	61,107	62,949	64,478	66,000
2	59,284	62,437	64,028	66,139	67,760	69,376
3	62,324	65,291	66,947	69,327	71,043	72,753
4	65,363	68,143	69,867	72,515	74,325	76,130
5	68,403	70,996	72,786	75,705	77,607	79,507
6	71,442	73,848	75,706	78,893	80,889	82,884
7	74,481	76,701	78,626	82,081	84,171	86,261
8	77,521	79,554	81,545	85,271	87,453	89,638
9	80,560	82,407	84,465	88,459	90,736	93,015
10	83,600	85,259	87,385	91,648	94,018	96,393
11		88,112	90,305	94,836	97,300	99,769
12		90,964	93,224	98,025	100,582	103,146
13		96,179	98,439	103,240	105,797	108,360
14		101,394	103,654	108,454	111,012	113,575
15		106,608	108,868	113,669	116,226	118,790

\* Any faculty member whose first work day is July 1, 2019 or later will be on the 15-step scale.  
All Occupational and Physical Therapists, regardless of date of hire, will be placed on the 15-step scale.

**SCHEDULE B  
ROLE RATIOS OR DIFFERENTIALS**

<b>Grade Leader (K-3)</b>	<i>\$5,100</i>
<b>Grade Leader (4--5)</b>	<i>\$6,120</i>
<b>Grade/House Director/Supervisor (6-8)</b>	<i>\$8,670</i>
<b>Elementary Curriculum Specialist</b>	<i>\$6,800</i>

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

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

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

<b>B</b>
<b>\$13,450</b>
<b>B30</b>
<b>\$15,300</b>
<b>M</b>
<b>\$15,300</b>
<b>B45</b>
<b>\$15,600</b>
<b>M15</b>
<b>\$15,600</b>
<b>M30</b>
<b>\$16,300</b>
<b>M45</b>
<b>\$16,675</b>
<b>M60</b>
<b>\$17,000</b>
<b>DOC</b>
<b>\$17,000</b>

Group Titles	SY'19-22
<b>Group I</b>	
CS Art Club	\$ 500
WS HW Academy	\$ 1,150
WS HW Academy	\$ 1,150
FS Science Club (Cycle 1: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Science Club (Cycle 2: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Science Club (Cycle 3: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Math Club (Cycle 1: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Math Club (Cycle 2: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Math Club (Cycle 3: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Art Club (Cycle 1: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Art Club (Cycle 2: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Art Club (Cycle 3: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Cribbage Club (Cycle 1: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Knitting Club (Cycle 1: 8 Club Meetings @ 1.5 hours/each)	\$ 430
FS Grand Conversations	\$ 430
HS Pumpkin Festival	\$ 900
HS Student Government Day	\$ 500
HS Amnesty International	\$ 900
HS DECA (Business Club)	\$ 2,350
HS Computer Science Team	\$ 1,150
HS Animal Care Club	\$ 900
HS Dana-Farber/Jimmy Fund Club	\$ 1,150
Gender Sexuality Alliance	\$ 900
HS Student Ambassadors	\$ 900
HS Jewish Student Union	\$ 900
Students Welfare Advocates	\$ 900
FS Newspaper Advisor	\$ 1,640
FS Student Council Advisor	\$ 1,640
MS Student Activities Coordinator	\$ 860
MS Book Club	\$ 860
MS Community Service Advisor	\$ 1,640
MS Science Club Advisor	\$ 1,640
MS Student Council – Grade 6 Advisor	\$ 1,640
MS Student Council – Grade 7 Advisor	\$ 1,640
MS Student Council – Grade 8 Advisor	\$ 1,640
MS Gender-Sexuality Alliance	\$ 1,640
HS Students for Environmental Action	\$ 900
HS Funky Bunch	\$ 900
HS Best Buddies	\$ 1,150
<b>Group II</b>	
MS Chess Club	\$ 1,975
MS Math Club Advisor	\$ 1,975
MS Math Club Advisor	\$ 1,975
MS Yearbook Advisor	\$ 1,975
MS Yearbook Advisor	\$ 1,975
MS Robotics Advisor	\$ 1,975

MS 8th Grade DC Trip Coordinator	\$	2,000
HS Asian Student Union	\$	2,000
HS Asian Student Union	\$	2,000
HS Math Team Assistant	\$	2,000
HS Science Team	\$	2,000
HS Science Team	\$	2,000
<b>Group III</b>		
HS Dance Team	\$	2,550
HS Math Team	\$	2,550
HS National Honor Society	\$	2,550
HS Literary Magazine	\$	2,550
HS Robotics Club	\$	2,550
HS Debate Team Advisor	\$	4,000

Notes:

The following statements are associated with the Field School clubs: each cycle is 8 meetings in length of about 1.5 hours; clubs meet on Monday or Wednesday; cycles rotate so as to not always conflict with music programs; minimum number of students to run is five (5); these activities are secondary to all teaching duties (e.g. not a reason for not attending IEP, grade, curriculum or staff meetings, district professional development, etc.)

**Data Collection:**

All individuals who lead an extracurricular activity as listed above will collect the following data:

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.

Group Titles		SY'19-22
<b>Group I</b>		
MS Fall Play – Stage Design and Set Crew	\$	1,000
MS Fall Play – Stage Design and Set Crew	\$	1,000
MS Spring Drama Club – Stage Design and Set Crew	\$	1,300
MS Spring Drama Club Advisor	\$	1,300
MS Choral Music Director	\$	1,325
MS Band Director	\$	1,325
MS Orchestra Director	\$	1,325
MS Winter Musical Choreographer	\$	1,325

<b>Group II</b>	
HS Advisory Coordinator	\$ 1,950
HS Advisory Coordinator	\$ 1,950
Grade 3 Choral Music Director	\$ 1,975
Grade 4 Choral Music Director	\$ 1,975
Grade 5 Choral Music Director	\$ 1,975
MS Fall Play – Advisor/Director	\$ 1,975
MS Winter Musical – Stage Design and Set Crew	\$ 1,325
MS Winter Musical – Stage Design and Set Crew	\$ 1,325
HS Choral Music Director	\$ 1,975
<b>Group III</b>	
MS Winter Musical – Musical Director	\$ 2,200
HS Drama Musical – Choral Director	\$ 2,000
HS Drama Musical – Instrumental Director	\$ 2,000
HS Drama Musical – Technical Director	\$ 2,000
HS Fall Play - Technical Director	\$ 1,500
HS Winter Play - Technical Director	\$ 1,500
<b>Group IV</b>	
HS Bookstore Advisor	\$ 1,150
HS June Academy Coordinator	\$ 2,250
HS June Academy Coordinator	\$ 2,250
HS Freshman Class Advisor	\$ 2,400
HS Freshman Class Advisor	\$ 2,400
HS Sophomore Class Advisor	\$ 2,400
HS Sophomore Class Advisor	\$ 2,400
HS Marching Band / Pep Director	\$ 2,700
HS Junior Class Advisor	\$ 2,900
HS Junior Class Advisor	\$ 2,900
HS Senior Class Advisor	\$ 2,900
HS Senior Class Advisor	\$ 2,900
MS Winter Musical - Advisor/Director	\$ 3,000
HS Student Council Advisor	\$ 3,075
Foreign Exchange Coordinator	\$ 2,500
<b>Group V</b>	
HS Instrumental Music Director	\$ 3,950
HS Yearbook Editor	\$ 4,675
HS Yearbook Business Advisor	\$ 4,675
HS Drama Musical - Director	\$ 5,300
<b>Group VI</b>	
HS Director of Student Activities	\$ 6,400

**Extracurricular Activity Differentials**

Title	SY'19-22
HS Cheerleader's Advisor*	\$54.29/session
Saturday School Supervision	\$46.18/hour
Intramural Coaches	\$54.29/session
After School Study Hall Monitors	\$54.29/session
Ski Club Advisor	\$54.29/session
Pool Director	\$60.14/session
Director of Intramurals	\$ 6,732

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

## **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. For every four additional years the person actively coaches the same sport, the person will receive a one-time payment equal to the value of fifteen (15) points at the conclusion of the sport's season at the end of every additional four-year period.

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

School Year 2019-2022  
2.25% Increase  
\$225.30

**SCHEDULE D  
COACHES SALARY SCHEDULE**

**Coaching Differentials by Sport:**

FALL SPORTS	L	FY19 - FY22
<b>FOOTBALL</b>		
Varsity Head Football	1	10,544
Varsity Football Assistant 1	4	6,158
Varsity Football Assistant 2	4	6,158
Junior Varsity Football	4	6,158
Junior Varsity Football Assistant	4	6,158
Middle School Football	8	3,803
Middle School Football Assistant	9	3,471
<b>SOCCER</b>		
Varsity Boys Soccer	3	7,753
Varsity Girls Soccer	3	7,753
Junior Varsity Boys Soccer	6	4,951
Junior Varsity Girls Soccer	6	4,951
Freshman Boys Soccer	7	4,069
Freshman Girls Soccer	7	4,069
Middle School Boys Soccer A	9	3,471
Middle School Girls Soccer A	9	3,471
Middle School Boys Soccer B	10	2,989
Middle School Girls Soccer B	10	2,989
<b>FIELD HOCKEY</b>		
Varsity Field Hockey	3	7,753
Junior Varsity Field Hockey	6	4,951
Freshman Field Hockey	7	4,069
Middle School Field Hockey A	9	3,471
<b>CROSS COUNTRY</b>		
Varsity Cross Country	6	4,951
Varsity Cross Country Assistant	8	3,803
Middle School Cross Country	10	2,989
<b>VOLLEYBALL</b>		
Varsity Volleyball	3	7,753
Junior Varsity Volleyball	6	4,951
<b>GOLF</b>		
Varsity Golf	6	4,951

**SCHEDULE D  
COACHES SALARY SCHEDULE**

WINTER SPORTS	L	FY19 - FY22
<b>BASKETBALL</b>		
Varsity Boys Basketball	2	8,416
Varsity Girls Basketball	2	8,416
Junior Varsity Boys Basketball	5	5,554
Junior Varsity Girls Basketball	5	5,554
Freshman Boys Basketball	7	4,069
Freshman Girls Basketball	7	4,069
Middle School Boys Basketball A	9	3,471
Middle School Girls Basketball A	9	3,471
Middle School Boys Basketball B	10	2,989
Middle School Girls Basketball B	10	2,989
<b>ICE HOCKEY</b>		
Varsity Ice Hockey	2	8,416
Varsity Ice Hockey Assistant	5	5,554
<b>SWIMMING</b>		
Varsity Swimming	2	8,416
Varsity Swimming Assistant 1	5	5,554
Varsity Swimming Assistant 2	7	4,069
<b>INDOOR TRACK</b>		
Varsity Indoor Track	2	8,416
Varsity Indoor Track Assistant 1	5	5,554
Varsity Indoor Track Assistant 2	7	4,069
<b>WRESTLING</b>		
Varsity Wrestling	2	8,416
Varsity Wrestling Assistant I	5	5,554
Varsity Wrestling Assistant 2	7	4,069

**SCHEDULE D  
COACHES SALARY SCHEDULE**

SPRING SPORTS	L	FY19 - FY22
<b>BASEBALL</b>		
Varsity Baseball	3	7,753
Junior Varsity Baseball	6	4,951
Middle School Baseball A	9	3,471
Middle School Baseball B	10	2,989
<b>LACROSSE</b>		
Varsity Boys Lacrosse	3	7,753
Varsity Girls Lacrosse	3	7,753
Junior Varsity Boys Lacrosse	6	4,951
Junior Varsity Girls Lacrosse	6	4,951
Freshman Boys Lacrosse	7	4,069
Freshman Girls Lacrosse	7	4,069
<b>SOFTBALL</b>		
Varsity Softball	3	7,753
Junior Varsity Softball	6	4,951
Middle School Softball A	9	3,471
Middle School Softball B	10	2,989
<b>TENNIS</b>		
Varsity Boys Tennis	5	5,554
Varsity Girls Tennis	5	5,554
Junior Varsity Boys Tennis	7	4,069
Junior Varsity Girls Tennis	7	4,069
Middle School Tennis A	9	3,471
<b>OUTDOOR TRACK</b>		
Varsity Outdoor Track	2	8,416
Varsity Outdoor Track Assistant 1	5	5,554
Varsity Outdoor Track Assistant 2	6	4,951
Varsity Outdoor Track Field Asst.	6	4,951
Middle School Outdoor Track	9	3,471
Middle School Outdoor Track Asst.	10	2,989

WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed, subject to ratification by both parties by their duly-authorized representative, this \_\_\_\_\_ day of August, 2019.

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Weston Education Association

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Weston School Committee