

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WEYMOUTH SCHOOL COMMITTEE

AND

THE WEYMOUTH EDUCATORS' ASSOCIATION

2018 – 2021

UNIT B

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE I	RECOGNITION CLAUSE	4
ARTICLE II	COMMITTEE'S RIGHTS CLAUSE	4
ARTICLE III	NO STRIKE CLAUSE	5
ARTICLE IV	GRIEVANCE PROCEDURE	5
ARTICLE V	ADMINISTRATOR HOURS AND WORK YEAR	7
ARTICLE VI	ADMINISTRATOR'S EMPLOYMENT	9
ARTICLE VII	VACANCIES AND PROMOTIONS	9
ARTICLE VIII	DUES DEDUCTION	9
ARTICLE IX	TEACHER FACILITIES	11
ARTICLE X	TEMPORARY LEAVES OF ABSENCE	11
ARTICLE XI	EXTENDED LEAVES OF ABSENCE	13
ARTICLE XII	SABBATICAL LEAVES OF ABSENCE	15
ARTICLE XIII	ADMINISTRATOR EVALUATION	16
ARTICLE XIV	SICK LEAVE	18
ARTICLE XV	GENERAL SECTION	20
ARTICLE XVI	REDUCTION IN FORCE	21
ARTICLE XVII	SALARIES	23
ARTICLE XVIII	ANNUITY PLAN	24
ARTICLE XIX	TRANSFER POLICY	25
ARTICLE XX	PROFESSIONAL DEVELOPMENT	25

ARTICLE XXI	CLASS SIZE	25
ARTICLE XXII	NONTEACHING DUTIES	26
ARTICLE XXIII	REIMBURSEMENT FOR COURSES	27
ARTICLE XXIV	ADMINISTRATOR'S INDEMNIFICATION	27
ARTICLE XXV	USE OF PRIVATE VEHICLES	27
ARTICLE XXVI	DURATION CLAUSE	28
APPENDIX A	SALARY SCHEDULE	29

AGREEMENT

This Agreement is made and entered into by and between the Weymouth School Committee (hereinafter referred to as the "Committee") and the Weymouth Administrators' Association (hereinafter referred to as the "Association") affiliated with the Massachusetts Teachers' Association and the National Education Association.

ARTICLE I RECOGNITION CLAUSE

For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, in accordance with Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee recognizes the Association as the sole and exclusive bargaining agent and representative of the following professional employees of the Committee:

UNIT "B" - High School Assistant Principals, Middle School Housemasters, Middle School Assistant Principals, Primary Assistant Principals, Director of Career and Technical Education, Director of Physical Education and Athletics, Deans, Coordinator Health Services, Technology Coordinator, Early Childhood Coordinator, Department Heads, Curriculum Coordinators (K-12), Assistant Curriculum Directors (7-12), Director of Alternative High School.

Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as the "administrators".

ARTICLE II COMMITTEE'S RIGHTS CLAUSE

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under said statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth.

The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law unless modified or changed by a specific written provision of this Agreement.

An arbitrator (or Board of Arbitration) shall have no power to render a decision, nor substitute its judgment for that of the Committee in those areas reserved for the discretion of the Committee by this Agreement, and said arbitrator (or Board of Arbitration) shall have power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement.

ARTICLE III NO STRIKE CLAUSE

During the term of this Agreement the Association shall not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

ARTICLE IV GRIEVANCE PROCEDURE

- A. **DEFINITION:** For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Association and the Committee over the interpretation, meaning, or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of an Administrator under the provisions of this Agreement.
- B. **PROCEDURE:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. **Level One** - An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through Association representation within fifteen (15) school days* from the date on which the incident giving rise to the grievance has occurred or when the employee has knowledge of such incident.

*During the months when the school is in summer recess, school days shall mean business days - Monday through Friday.

2. **Level Two** - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, said grievant and/or the Association may within ten (10) school days appeal to the Superintendent or his/her designee. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of this Agreement, and the decision, if any, rendered in Level One.

Within ten (10) school days after submission of the written appeal to the Superintendent, or his/her designee, by the grievant and/or the Association, the Superintendent, or his/her designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent, or his/her designee, shall advise the representatives of the Association that an appeal has been made and the date and time of the conference. The Superintendent will make available the written appeal to the Association representative. The Association representative shall, at the Association's request, be present at the conference to state the views of the Association. The Superintendent shall notify, in writing, both the grievant and the Association of the grievance decision within ten (10) school days after the conference between the grievant and the Superintendent.

3. Level Three - If the grievant is not satisfied with the decision of the Superintendent, or his/her designee, or if no written decision has been rendered within ten (10) school days next following said conference, the aggrieved administrator and/or the Association may within ten (10) school days thereafter file a written appeal to the Committee setting forth therein the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered under Level Two. Within ten (10) school days or at the next Committee meeting, but in no event later than fifteen (15) school days after the submission of the written appeal, the Committee shall meet with the grievant and/or his/her representatives of the Association in an effort to settle the grievance. (During July and August, the Committee shall meet in response to the written appeal within twenty (20) business days of the submission of the written appeal.

The Committee shall, within ten (10) school days after the conclusion of said meeting, advise the grievant and/or the Association, in writing, of its decision.

4. Level Four - If the Association is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within ten (10) school days after said meeting with the Committee, the Association may within twenty (20) school days submit the grievance to arbitration, as hereafter provided.

5. Arbitration:

- a) Within ten (10) school days after receipt of the submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve or will submit said grievance to an umpire previously selected by the parties. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period of time, the Committee and the Association will select an arbitrator based upon the principles found in Rule 12 of the American Arbitration Association. The parties shall determine by lot which of the parties shall strike the first name on the list received and the name remaining after each has eliminated two (2) shall be the arbitrator.
- b) The arbitrator selected shall confer with the representatives of the Committee and the Association and hold hearings promptly. Further, the arbitrator will render his/her award and the reasons therefor, in writing, not later than thirty (30) days from the close of the hearings or, if oral hearings have been waived, then from the date the final statement and briefs are submitted to him/her.
- c) The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which exceeds the submission of the grievance to him/her. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

- d) The cost of the services of the arbitrator, including per diem expenses, if any, actual and necessary travel expenses and substitute expenses will be borne equally by the Committee and the Association.

ARTICLE V ADMINISTRATOR HOURS AND WORK YEAR

- A. 1. The work year for the following positions shall be 223 days:

Director Career and Technical Education, Director of Physical Education and Athletics, Curriculum Coordinators K-12 (English, Science, Social Studies, Math, Foreign Language and Special Education) , and Assistant Curriculum Directors.

- 2. The work year for the following positions shall be 213 days:

Dean, Assistant Principal (all levels), Technology Coordinator, Early Childhood Coordinator, Director of Alternative High School, Department Head of Guidance, Middle School Housemasters and, Department Heads (English, Science, Social Studies, Math and Special Education)

- 3. The work year for the following positions shall be 198 days:

Department Heads (Art, Music and Business) and, Foreign Language.

- 4. The work year shall include the days of required attendance for teachers and three days to attend the summer retreat. Workdays beyond the work year of an administrator shall be voluntary and shall be compensated on a per diem basis to a maximum of ten (10) additional days per work year subject to the prior approval of the Superintendent.

- 5. The work year for the Coordinator of Health Services shall be 208 days.

- 6. In order to assure adequate administrator coverage, additional work days beyond the Unit A school year must be submitted for approval to the employee's supervisor or Superintendent no later than September 30th of each contractual year. The employee shall receive a finalized work calendar no later than October 31st of each contractual year. These additional work days shall be consistent with regular school hours, unless otherwise designated by the Superintendent or their designee.

- B. The work day shall usually be the teacher work day plus such additional time as is necessary to perform properly the duties of the respective position to the satisfaction of the Superintendent.

The parties agree to form a Joint Labor Management Committee entitled "Unit B Hours, Work Year and Job Description Committee". The purpose of this Committee shall be to analyze the work load of all Unit B positions, develop recommendations to assist with the

increasing responsibilities of Unit B members and to assist in formulating new job descriptions for all Unit B positions. This Committee shall consist of four (4) members, two (2) appointed by the Association, and two (2) appointed by the School Committee. This Committee shall meet at least every quarter for the 2018-2019 school year, with first meeting to be held no later than October 1, 2018. This Committee shall submit its non-binding recommendations to the parties no later than June 1, 2019. This Committee shall issue recommendations for job descriptions for all Unit B positions as part of its non-binding recommendations above. The School Committee shall issue final versions of said job descriptions no later than December 1, 2019.

- C. Department heads whose work year is 213 days may be assigned to teach up to two (2) class periods per day and those whose work year is 198 days may be assigned to teach up to three (3) class periods per day. Department heads may volunteer to teach more.
- D. Assistant Curriculum Directors may be assigned to teach up to two sections of the same class within a certified content area.

ARTICLE VI
ADMINISTRATORS' EMPLOYMENT

- A. Upon appointment, an administrator will be given a formal letter of appointment stating the position to which (s)he will be assigned.
- B. The Committee and the Association agree that they shall not discriminate with regard to race, creed, color, religion, national origin, sex, sexual orientation, marital status, or age.

ARTICLE VII
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in an administrative or supervisory position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice delivered to each school as far in advance as possible. During the months of July and August, written notice of any vacancy will be delivered to the Association. In both situations, the qualifications for the position and its duties will be set forth. No vacancy will be filled, except on a temporary basis, within thirty (30) days from the time that the notice is distributed to the school or notification is given to the Association.
- B. All qualified administrators will be given opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, the quality of performance and other personal and professional factors relevant to the position. Appointments normally will be made not later than sixty (60) days after the closing date for application.
- C. Appointments will be made without regard to race, creed, color, religion, national origin, sex, sexual orientation, marital status, or age.
- D. Any vacancy filled on a temporary basis shall be compensated at a per diem rate of the position.
- E. A letter of recognition for such temporary appointments will be placed in the personnel file of such temporary appointees.

ARTICLE VIII
DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees, dues for the Weymouth Educators' Association, the Norfolk County Teachers' Association, the Massachusetts Teachers' Association and the National Education Association and to transmit the monies promptly to the Association. There shall be twenty-one (21) substantially equal payments commencing in September. Thirty (30) days prior to the first deduction, the Association will

provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues for the organizations listed above. Administrator authorization shall be in writing in the form set.

"DUES AUTHORIZATION CARD"

NAME.....

ADDRESS.....

I hereby request and authorize the Weymouth School Committee to deduct from my earnings and transmit to the Weymouth Educators' Association: the Weymouth Educators' Association, the Norfolk County Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association dues in the amount sufficient to provide for the regular payment of the membership dues as certified by such Association in twenty-one (21) equal payments prior to June 30. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and its officers from any liability therefore.

DATE..... ADMINISTRATOR'S SIGNATURE.....

- B. Each of the Associations named in Section A will notify and certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.

Dues deduction must be authorized by October 1. Administrators authorizing deductions after September 1 will begin payroll deductions on the second check of October. The first three payments will be made to the Association directly by the individual Administrator; the remaining payments will be deducted.

- C. Any Administrator who is not a member of the Association in good standing shall as a condition of continued employment pay as an agency fee to the Association an amount equal to membership dues payable to the Association, the Massachusetts Teachers' Association and the National Education Association; provided, however, that the Administrator may authorize payroll deduction for such agency fee in the same manner as provided in Section A of this Article. Any Administrator hired subsequent to the execution of this Agreement who is not a member in good standing or who does not make application for membership in the Association within 30 days following commencement of employment, shall as a condition of continued employment pay said agency fee. In the event that an Administrator shall not pay such a fee directly to the Association, or authorize payment through payroll deductions, as provided in Section A, the Committee shall immediately cause the termination of employment of such Administrator. The parties expressly recognize that the failure of any

Administrator to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

ARTICLE IX TEACHER FACILITIES

- A. Each school built after 1940 shall have the following facilities available to those administrators who also have classroom responsibilities:
 - 1. Space in each classroom in which to store instructional materials and supplies;
 - 2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 3. Access to a faculty lounge and/or private dining area;
 - 4. A serviceable desk and chair in each classroom;
 - 5. A communications system so that (s)he can communicate with the main office from his/her classroom;
 - 6. A well lighted and clean male teacher rest room and a well lighted and clean female teacher rest room.
- B. The Committee agrees to provide all building committees appointed in the future with educational specifications recommending inclusion of the facilities set forth in (A) above.
- C. In buildings built prior to 1940, the Committee agrees to provide the facilities set forth in (A) above where possible. The feasibility of such provisions will depend solely on (1) building space limitations and (2) plans to phase out such buildings within a period not exceeding ten (10) years.

ARTICLE X TEMPORARY LEAVES OF ABSENCE

- A. Administrators will be entitled to the following temporary leaves of absence with pay each school year:
 - 1. Five days' leave will be granted without loss of pay because of death in the immediate family. Immediate family will include: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, husband, wife, child, foster child, mother-in-law, father-in-law, or grandchildren.

2. One day's leave of absence will be granted without loss of pay for the funeral of grandparents, sister-in-law, brother-in-law, own uncle, own aunt, daughter-in-law or son-in-law, niece or nephew.
3. Two day's leave of absence will be granted by the Principal or immediate supervisor without loss of pay upon certification of the Administrator requesting such leave that personal business which cannot reasonably be conducted when school is not in session necessitates absence. This certificate will be countersigned by the immediate superior and forwarded to the Superintendent's office. The first personal leave day will be granted without any requirement on the part of the Administrator to give a reason for taking said day. The administrator must submit, in writing, the reason for the second personal day. However, the Superintendent may grant additional days of personal leave upon specific request.

One additional day's leave of absence will be granted without loss of pay with the approval of the immediate supervisor upon submission to the immediate supervisor of the reason why the day is being taken. This submission need not be in writing.

4. Employees will be permitted to be absent from their assignments, with pay, for the purpose of observing a religious holy day which occurs while school is in session. Employees shall notify their building principal/immediate supervisor in writing seventy-two (72) hours in advance of the religious holy day.
5. Requests should not be made for absences on days preceding or following school vacations. All Administrators should be on duty on these days unless ill or absent because of a death in the family, or for personal business, the purpose for which has been stated to the Superintendent and which (s)he deems impossible to conduct at another time. For the purposes of this Article, school vacations shall mean the Thanksgiving, Christmas, Winter and Spring school vacation periods.
6. The Superintendent may excuse Administrators upon request to attend school conferences and conventions and for visiting days without a deduction in pay.
7. Leaves taken pursuant to this Article will be in addition to any sick leave to which aid Administrator is entitled.
8. Any Administrator who goes on required short-term military leave shall be paid the difference between his/her military pay and his/her regular pay.
9. Eight (8) days shall be granted for use by the Association as determined by the President. The Association shall reimburse the Committee for each such day at the substitute Administrator rate of pay in the event a substitute Administrator is employed.
10. An Administrator who is required by subpoena or other formal notification attend a state or federal agency or court hearing arising from job related matters shall be released for the day without loss of pay or benefits. An Administrator who is required to attend a

criminal court hearing involving criminal charges against the Administrator arising from job related matters shall be released for the day with pay at the discretion of the Superintendent. However, in the event the Administrator is fully exonerated of the charges against his/her (that is, found not guilty, a court dismisses the charges, the district attorney's office files *nolle pro sequi*, or no criminal complaint is issued) he/she shall be made whole for the day.

11. Administrators will be permitted to be absent from their assignments, with pay, for the purpose of observing a religious holy day which occurs while school is in session. Religious holy days are those days in which the tenets of one's religion obligate abstention from work or where religious observance necessarily conflicts with the school day. Administrators shall notify their building principal in writing seventy-two (72) hours in advance of the religious holy day.

B. Excused absences other than those listed in Section A above must be authorized in advance by the Superintendent.

ARTICLE XI EXTENDED LEAVES OF ABSENCE

The provisions of this Article are applicable to Administrators with at least three (3) years experience.

A. The Committee agrees that one (1) administrator designated by the Association will, upon request, be granted a leave of absence for no less than one (1) year and no more than two (2) years without pay or with pay reimbursed for the purpose of serving in an Association's national or state elective constitutional office. Upon return from such leave, an Administrator will be considered as if (s)he were actually employed by the Committee during the leave and will be placed on the Salary Schedule at the level (s)he would have achieved if (s)he had not been absent.

B. A leave of absence, without pay, of up to two (2) years will be granted up to three (3) Administrators per school for the purpose of joining the Action program, or serving as a Administrator in an exchange system approved by the Superintendent, and provided further said Administrator is a full-time participant in either of the afore-described programs. Upon return from such leave, an Administrator will be considered as if (s)he were actively employed by the Committee during the leave and will be placed on the Salary Schedule at the level (s)he would have achieved if (s)he had not been absent on said leave.

A leave taken pursuant to this section shall commence only at the commencement of a school year; and an Administrator returning to the school system shall return only at the commencement of the school year. The Superintendent may waive these restrictions aforementioned.

It is agreed that if an Administrator who takes a leave of absence pursuant to this section does not return at the end of two years, said Administrator shall be presumed to have resigned from the Weymouth School System.

- C. Military leave will be granted to any Administrator who is inducted or enlists to satisfy induction requirements in any branch of the armed forces of the United States. Upon return from such leave, an Administrator will be placed on the Salary Schedule at the level which (s)he would have achieved had (s)he remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.
- D.
 - 1. Subsequent to the third month following the initial date of entry into employment, an Administrator who so requests it shall be granted a leave without pay for reasons of childbearing. Said leave shall not exceed eight (8) weeks. Said request must be made two weeks in advance of the commencement of the leave and must include notice of intent to return.
 - 2. Said Administrator shall be entitled to the provisions of Article XIV of this Agreement for any period of physical disability due to the pregnancy and/or birth upon written certification of said physical disability by the Administrator's attending physician.
 - 3. Said Administrator shall, as soon as practical, submit a medical certificate from the attending physician which shall include:
 - a) The last date on which the Administrator will be physically able to perform the normal duties of the position.
 - b) The anticipated delivery date.
 - 4. Administrators shall be entitled to leave without pay or increment for a period not exceeding two (2) years for reasons of childrearing. Notice of intent to return from said leave must be given by April 1 of the year in which the Administrator intends to return and said return shall be at the beginning of the school year. In determining the placement on the salary schedule of an Administrator who returns from a childrearing leave, credit for a full year of teaching shall be given for the school year during which the leave began if the Administrator taught at least ninety-three (93) school days during said school year. An Administrator who has not taught at least this number of school days shall remain on the step on the Salary Schedule held prior to the commencement of the leave.
 - 5. The Administrator shall be restored as soon as practicable to the position held when the leave began or to a substantially equivalent position.
- E. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the Administrator's immediate family, where such Administrator's personal attendance is required. Additional leave may be granted at the discretion of the Committee. (Immediate family for the purpose of this Section shall mean

mother, father, foster parent, stepmother, stepfather, brother, sister, stepsister, stepbrother, husband, wife, child, or foster child).

- F. The Committee will grant a leave of absence without pay or increment to any Administrator to serve in an elected public office for no more than six (6) years.
- G. After five (5) years continuous employment in the Weymouth School System, an Administrator may be granted a leave of absence without pay or increment for up to one (1) year for personal health reasons. Requests for such leave will be supported by appropriate medical evidence.
- H. Any Administrator whose personal illness extends beyond the period covered by sick leave may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness. Requests for such leave will be supported by appropriate medical evidence.
- I. Other leaves of absence without pay may be granted by the Committee.
- J. All benefits to which an Administrator was entitled at the time his/her leave of absence commenced will be restored to his/her upon his/her return, and will be assigned to the same position which (s)he held at the time said leave commenced, or, if not, to a substantially equivalent position, if available.
- K. All requests for extensions or renewals of leaves will be applied for before April 1 of each school year, in writing and if granted, such extension or renewal will be in writing.
- L. In the event of a leave taken pursuant to this Article being granted to an Administrator during the course of a school year said Administrator will be granted and take the leave for the remaining portion of the school year and shall not return, at least until the commencement of the next school year unless said requirement is specifically waived by the Superintendent.
- M. A leave of absence without pay or increment of one (1) school year will be granted to any member for the purpose of exploring a career change. Application for such leave must be submitted on or before April 15 of the school year immediately preceding the September 1 effective date of such leave.
- N. The parties agree to have their duly-authorized representatives to meet to discuss the implications of the Family Medical Leave Act upon this Article. Said representatives shall present any agreement reached to the respective parties for ratification.

ARTICLE XII

SABBATICAL LEAVES OF ABSENCE

Upon recommendation of the Superintendent of Schools and with the endorsement of both the building principal and of the applicant and the TEPS Committee, one year sabbatical leaves of

absence shall be granted for study or travel to members of the professional staff covered by this Agreement by the Committee subject to the following conditions:

1. The number of leaves in any one year shall be two (2) administrators.
2. Such leaves must be filed in writing on or before April 1 if they are to become effective in September of that year.
3. Action by the Committee shall be taken on such leaves by April 15 in the calendar year in which they are to become effective.
4. Such leaves shall be granted only to members of the professional staff who have served in the Weymouth School System for six (6) years or longer. A second or third such leave shall not be authorized unless and until one shall have re-established eligibility by serving another period of six (6) years.
5. Administrators on sabbatical leave shall receive half pay.
6. An Administrator on sabbatical leave shall return to regular service in the Weymouth School System at the expiration of the leave for a period equal to twice the length of the leave.
7. An Administrator's tenure, regular salary increments, and status shall not be impaired by a sabbatical leave.

ARTICLE XIII ADMINISTRATOR EVALUATION

- A. 1. All monitoring or observation of the work performance of an Administrator will be conducted openly and with the full knowledge of the Administrator.
2. The use of the public address system or any other audio system shall be strictly prohibited as an evaluation device.
3. Administrators will be given a copy of any formal evaluation report prepared by their superiors and will have the right to discuss such a report with their superiors.
4. The policy, procedure and instrument for the evaluation of administrators are attached hereto as Appendix B.
- B. 1. Upon written request given 24 hours in advance, the Superintendent of Schools will make available the personnel file of an Administrator to said Administrator and (s)he will be permitted to make copies of said personnel file. An Administrator will be entitled to have an appropriate representative of the Association accompany him/her during such interview.

2. No material derogatory to an Administrator's conduct, service, character or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review such material. The Administrator will acknowledge that (s)he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates Agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding an Administrator which form the basis for an adverse entry in the personnel file made to any member of the administration by any parent, student or other person will be promptly called to the attention of the Administrator, and, if determined to be meritorious by the Superintendent, shall be placed in the Administrator's personnel file. The Administrator shall be allowed to place a statement which shall be attached to the complaint in his/her file and/or retains the right to challenge such judgment under Section D of this Article. In the event that the Superintendent is unable to determine that the complaint is meritorious, the complaint shall be placed, with the Administrator's statement if he/she so chooses, in a special file and may be accessed only if a similar complaint is made against the Administrator during the next three (3) years. If no similar complaint is made, at the end of said three (3) year period, any and all copies of any and all documents related to the matter in the special-file shall be destroyed.
- D. No Administrator will be disciplined, reprimanded, reduced in compensation, suspended, discharged, or deprived of any rights or benefits provided for in this Agreement without just cause. It is agreed, however, that in matters involving the decision of the Superintendent not to re-employ an Administrator who has not obtained professional Administrator status in the Weymouth Public Schools, such decision shall not be replaced by that of an arbitrator acting under the procedures cited in Article IV of this Agreement.
- E. All personnel files shall have an inventory sheet as their first page. Said inventory sheet shall list any and all material contained in the file and will list material as it is added. All material added to the file subsequent to the establishment of the inventory system shall be date and time stamped. The establishment of this inventory system shall be subject to funding by the Association. Thereafter, expenses for maintaining such inventory sheets shall be borne by the Committee.
- F. The Committee and the Association agree to form an Evaluation Subcommittee which shall meet as needed to evaluate and revise the evaluation criteria and procedures currently in use in the Weymouth Public Schools for bargaining unit members. Said Subcommittee shall be composed of equal number of representatives of the Association and the Committee.

Any recommendations presented to the bargaining teams and any unresolved matters pertaining to Administrator evaluation shall be negotiated by the bargaining teams pursuant to Section 40 of the Education Reform Law of 1993.

ARTICLE XIV SICK LEAVE

- A. To provide for absence due to illness, disability, or family illness, employees will earn one and one quarter (1 ¼) sick days per month to fifteen (15) sick leave days each year of the agreement as of the first official day of the school year, if they report for duty on that day. Unused days will accumulate and will be carried over to subsequent years.
- B. By October 15 of each year, employees will be notified in writing of the amount of accumulated sick leave as of September 1.
- C. Disability due to child bearing shall qualify as sick leave provided the employee submits written certification from her attending physician that she is physically disabled from performing her work as a result of the pregnancy and birth.
- D. Employees covered by the Agreement will be granted up to five (5) days of absence with pay each school year, in the event of serious illness which requires the bedside presence or household attention, of the employee's spouse, parent, child, or person with legal relationship or relationship by blood residing in the employee's household. Absences incurred pursuant to this section shall be deducted from accumulated sick leave days.
- E. Those employees who were employed in the Weymouth Public Schools prior to July 1, 1999 will have sick days allotted to them by the School Committee crediting each employee for all unused sick days since the hiring date of that individual to a maximum of 220 days. Those hired after July 1, 1999 shall be credited for time earned since their date of hire with deductions for actual use. Total accumulation shall also be 220 days.
- F. Sick Leave Bank
 - 1. All employees will be members of the Sick Leave Bank. At no time will the total number of days in the Sick Leave Bank exceed 1,000. All members will contribute one day annually. No member may be allowed to opt out of the Sick Leave Bank.
 - 2. Sick Leave Bank days shall only be available after an employee has exhausted his/her entire personal sick leave, both annual and accumulated, and has supplied valid medical evidence.
 - 3. No days may be withdrawn from the Sick Leave Bank for use for any illness other than prolonged illness or accident of the member of the Unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.
 - 4. In cases where the Sick Leave Bank policies herein and the Agreement between the parties are in conflict, the provisions of the Agreement shall prevail.

5. Any days left over in the Sick Leave Bank at the end of any school year shall carry over to the next school year. When and if the number of accumulated days is lower than five hundred (500), the Superintendent will inform the President of the Association of the number of days needed in an additional assessment. The Association will assess one additional day to as many employees as necessary. The method of assessment will be determined by the Association.

G. Sick Leave Bank Regulations

1. Any eligible employee who seeks sick leave days from the Sick Leave Bank will, by him/herself or by another person authorize to act on his/her behalf, inform the Sick Leave Bank Committee in writing, setting forth:
 - a) The nature of the prolonged illness or accident causing the disability;
 - b) An estimate of how long the disability will continue during the year in which personal emergency leave is exhausted; and
 - c) An estimate of the number of days the employee seeks to withdraw from the Sick Leave Bank.

The employee's application will be accompanied by a written statement from a physician with personal knowledge which will corroborate the employee's statement of the nature and duration of the disability. The Sick Leave Bank Committee may request additional medical evidence and may elect to consult another physician.

2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of three (3) members designated by the Association and two (2) members designated by the Committee.

The Sick Leave Bank shall determine the eligibility for members requesting leave from the Bank and the amount of leave granted.

3. The Sick Leave Bank Committee, acting by a majority thereof, at its sole discretion, may award to any eligible member such number of days as it deems appropriate for the school year in which the applicant's personal emergency leave is exhausted. The initial grant, however, shall not exceed fifteen (15) days after which the employee may apply for additional days. Decisions of the Sick Leave Bank Committee shall be communicated, in writing, to the applicant, the Superintendent and the Association President.
4. In making its award, the Sick Leave Bank Committee may consider the applicant's prior utilization of emergency leave and length of service in Weymouth Public Schools. Days will not be granted for reasons other than prolonged illness or accident of an eligible employee.

5. During and upon return from such leave as may be granted by the Sick Leave Bank Committee, the applicant will be considered as if actively employed by the Committee during the leave and all rights and benefits to which the person is entitled will be credited and available to him/her.
- H. If a member retires pursuant to Massachusetts General Laws Chapter 32 after twenty (20) years of service to the Weymouth Public Schools, she/he or his/her estate, as the case may be, shall be paid for twenty (20%) percent of his/her total number of accumulated unused sick days at the member's per diem rate at the time the member leaves the school system to a maximum of four thousand (\$4,000.00) dollars.

ARTICLE XV GENERAL SECTION

- A. There will be no reprisals of any kind taken against any Administrator by reason of his/her membership in the Association or participation in its activities.
- B. Any Administrator whose appearance is necessary at an arbitration hearing or fact finding session, which is set by mutual agreement between the Committee and the Association or ordered by the neutral party, held during the school day will, upon notice to his/her principal or immediate superior and to the Superintendent by the Chairman of the PR & R Committee to be released without loss of pay as necessary in order to permit participation in the foregoing activities.
- C. Administrators will be entitled to full rights of citizenship, and no religious or political activities of any Administrator or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.
- D. The President of the Association will be provided with a copy of the agenda of all open meetings of the Committee and copies of the minutes of open meetings whenever practical.
- E. If any provisions of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- F. The Committee will, upon request, provide the Association with any public documents available to the citizens of Weymouth which will assist the Association in developing intelligent, accurate, informed and constructive proposals for presentation at negotiations.
- G. All Special Needs Staff who are required to carry out 766 procedures such as Educational Plan writing, Capacity-Achievement Testing and parent conferences associated with the core evaluation process, may make arrangements, as needed, with the approval of their

building principal, to accomplish these essential tasks during the school day by canceling periods of instruction or by making other arrangements with the principal.

- H. This Agreement will be available on-line at the School District's website.
- I. The Director of P.E. and Athletics will be eligible to coach at the discretion of the superintendent of schools each year.
- J. The Athletic Director shall be required to evaluate each head coach once per season. The Committee shall accept input regarding the evaluation form through August 31, 2018.
- K. Assistant Curriculum Directors:

The Committee shall post Assistant Curriculum Director positions for the 2018-2019 school year.

Any employee holding these positions in 2017-2018 shall receive any compensation due to them because of paid time off accrued before or during the period of the current side letter. For the 2018-2019 school year, these positions shall commence on July 1, 2018. For the 2019-2020 school year and beyond, these positions shall commence on September 1. Furthermore, any employee remaining in these positions from the 2018-2019 school year to the 2019-2020 school year shall be considered to be continually employed by the Committee, and shall have their pay processed pro rata over the 14-month period from 7/1/2019-8/31/2020. In no event shall any employee in these positions be required to work more than 223 days in a contractual year.

ARTICLE XVI REDUCTION IN FORCE

In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, the following shall be implemented:

A. Definitions:

1. Seniority: An administrator's length of consecutive service in years, months and days in the position, as of the effective date of appointment to said position.
2. Qualified: Means that the administrator has on file with the Committee evidence of certification required pursuant to Chapter 71, Section 38G of the Massachusetts General Laws.
3. Layoff: Means an unpaid leave of absence for a period of thirty-six (36) months commencing from and pursuant to a reduction in force.
4. Recall: Means the right to return to service during the thirty-six (36) month layoff period.

B. Procedure:

1. (a) After the committee has determined the number of administrators covered by this Agreement to be laid off, then it shall first determine which administrator(s), if any, have performed in a less than competent manner based upon performance criteria found in the Administrator Evaluation Policy (Appendix B) and supported by evaluation(s) performed in accordance with said policy. The Superintendent shall notify such administrator in writing by certified mail at least forty-five (45) days prior to the first day of school for teachers that they are to be laid off effective September 1 next following receipt of said notice. After having made any such determination regarding less than competent performance then administrators shall be laid off in the inverse order of seniority on the separate seniority list which shall be established in the following positions areas:

1. High School Assistant Principals
2. Middle School Housemasters/Middle School Assistant Principals
3. Primary Assistant Principals
4. Director of Career and Technical Education
5. Director of Physical Education and Athletics
6. High School Deans
7. Coordinator Health Services
8. Technology Coordinator
9. Early Childhood Coordinator
10. Department Heads
11. Curriculum Coordinators (K-12)
12. Assistant Curriculum Directors (7-12)
13. Director of Alternative High School.

(b) In the event of a tie in seniority (as above defined), it shall be resolved in the following manner:

1. By seniority in the unit covered by the Memorandum of Agreement.
2. By seniority in the school system.
3. By lot.

(c) In the event that an administrator is laid off, s/he shall be placed in a teaching position for which s/he is qualified to fill and s/he shall fall back into Unit "A " (Teachers Bargaining Unit) in accordance with Article XVI, Sec. 6 of the Unit "A" Collective Bargaining Agreement.

(d) When requested by the association president, a seniority list that includes all Unit B position areas will be made available within thirty calendar (30) days.

C. Recall.

1. When an administrator is placed on layoff in accordance with the Article, said administrator shall be placed on a recall list for a period of thirty-six (36) months from the effective date of layoff. If not recalled during said period, the administrator shall be terminated from the position within the bargaining unit.
2. In the event that the Committee determines to re-establish the eliminated positions, then the administrators who have been placed on layoff status from said available position and who are in recall status shall be notified by certified mail that such a position is available. The administrator so notified shall within thirty (30) calendar days from the date of the receipt of the notice respond in writing by certified mail of their intention to accept or not accept said position. Upon the expiration of said thirty (30) days, if the superintendent has not been notified by said administrator or if the administrator has given notice of his intention not to accept said position, then, in such event, said administrator shall be considered to have given up all rights to recall.
3. The superintendent shall assign the most senior administrator among those who filed a notice of intent in paragraph b. (above) to the available position.
4. Those administrators who have complied with paragraph b. (above) and who have not been assigned in accordance with paragraph c. (above) shall continue on recall status.

ARTICLE XVII SALARIES

- A. The Basic Salary Schedules for employees covered by this Agreement are attached hereto as Appendix A.
- B. Salary payments shall be made throughout the school year in twenty-one (21) substantially equal payments or, if an Administrator so elects, in 26 substantially equal payments over the entire contract year.
- C. In the event an Administrator elects the 26-payment plan, such election shall be made in writing to the Superintendent on or before May 1 for the subsequent school year.

Additionally, an Administrator electing the 26-payment plan has the option of receiving his/her summer pay in one lump sum providing (s)he notifies the Superintendent in writing on or before May 1 of the school year. The payment will be made with the first paycheck following the end of the school year.

D. Longevity

1. For employees hired to any position in the Weymouth Public Schools on or before 9/1/2009, the following longevity applies:

Administrators will receive compensation in addition to that specified in Appendix A for their service in the Weymouth Public School System in accordance with the following provisions:

<u>Length of Continuous Service in the Weymouth Public Schools</u>	<u>Annual Amount of Longevity Pay</u>
After 15 years	\$1,400
After 20 years	\$2,200
After 30 years	\$2,800

Administrators who have had continuous years of service in this bargaining unit will receive longevity payments as follows:

<u>Length of continuous service In Unit B</u>	<u>Annual Amount of Longevity Pay</u>
After 4 years	\$1,500
After 9 years	\$3,000

Said compensation shall be made in a lumpsum payment in June.

2. For employees hired to a Unit B position after 9/1/2009, regardless of previous service in the Weymouth Public Schools, the following longevity applies:

Administrators who have had continuous years of service in this bargaining unit will receive longevity payments as follows:

<u>Length of continuous service In Unit B</u>	<u>Annual Amount of Longevity Pay</u>
After 4 years	\$1,500
After 9 years	\$3,000
After 20 years	\$3,550

Said compensation shall be made in a lump-sum payment in June.

- E. Administrators shall be provided the pre-tax aspects of the so-called "Cafeteria Plan" for the employee contributions to the medical insurance plans.
- F. All employees covered by this Collective Bargaining Agreement shall participate in direct deposit of their paychecks into the banking institution of their choice.

ARTICLE XVIII ANNUITY PLAN

Administrators will be eligible to participate in a "tax sheltered" 403(b) Plan established pursuant to the Employee Retirement Income Security Act. 403(b) deductions shall be made on a semi-monthly basis.

ARTICLE XIX TRANSFER POLICY

- A. All members of the bargaining unit are eligible for transfer to any vacant position for which they are certified. All requests for transfer should be in writing and submitted to the Superintendent prior to April 15.
- B. When a reduction in the number of Administrators in a school or department is necessary, volunteers will be transferred first. When involuntary transfers are necessary because of a reduction in the number of Administrators required, an Administrator's area of competence, major and/or minor fields of study, quality of teaching performance, and length of service in the Weymouth School System shall be considered. Any Administrator being transferred involuntarily shall be notified of the reasons for the transfer prior to August 15.
- C. In the case of an involuntary transfer, the Administrator involved shall be given the opportunity of a conference with the Superintendent, and may be accompanied by a representative of the Association. Recourse to settle a disputed transfer would be sent to the Committee for a final determination.

ARTICLE XX PROFESSIONAL DEVELOPMENT

- A. In-service training shall be held at the discretion of the Superintendent.
- B. The Association and the Committee agree to form a joint committee with equal representation to attract local colleges and universities to provide graduate level courses which are requested by the professional staff of the Weymouth Public Schools in the schools of Weymouth.
- C. A Professional Development Account in the amount of one thousand five hundred (\$1,500) dollars shall be established on September 1st of each work year by the Committee for each administrator. The Professional Development Account may, with prior approval of the Superintendent, be used for Professional development expenses such as course reimbursement, membership(s) in professional association(s), conferences and workshops. The Professional Development Account shall be fully funded annually and its use shall not be unreasonably denied."

ARTICLE XXI CLASS SIZE

Class size in the Weymouth School System shall be computed on the basis of the average class size system-wide. The following figures represent the average system-wide class size:

K-6	25
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The above policy shall not preclude large group instruction when such instruction is a part of the regular program.

ARTICLE XXII NON-TEACHING DUTIES

The School Committee and the Association acknowledge that the primary Assistant Principal's duty is to teach and that his/her energies shall be directed and utilized to this end.

A. In their role as teachers, they shall not be required to perform the following tasks:

Collection of monies for non-educational duties; insurance, pictures, stamps, private charities, and maintenance of the Massachusetts School Register.

**ARTICLE XXIII
REIMBURSEMENT FOR COURSES**

The Committee agrees to reimburse Administrators for the costs of all courses required by the Committee except those required for movement upon the Bachelor's Lane of Appendix A. 1.

**ARTICLE XXIV
ADMINISTRATORS INDEMNIFICATION**

- A. The Committee shall grant any Administrator, who is absent because of a personal injury arising out of and during the course of his/her employment, sick leave in accordance with Article XV of this Agreement with no reduction in pay except those required by law.
- B. The Committee shall provide the mandatory protection required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts whenever any Administrator shall become eligible therefore under the provisions of said law.

**ARTICLE XXV
USE OF PRIVATE VEHICLES**

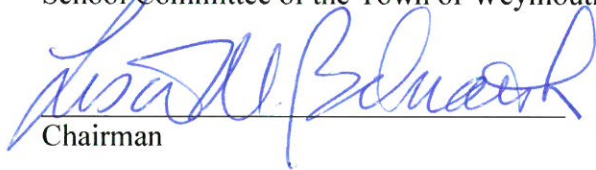
Personnel required to use private vehicles in the performance of their duties will be reimbursed at the per mile rate in effect for the Town of Weymouth.

**ARTICLE XXVI
DURATION CLAUSE**

This Agreement shall become effective beginning September 1, 2018, and shall remain in effect through August 31, 2021. Either party to this Agreement may initiate negotiations for a successor Agreement to this Agreement to be effective beginning September 1, 2021, by tendering written notice to the other party on or after September 1, 2020.

IN WITNESS WHEREOF, the School Committee of the Town of Weymouth has caused this AGREEMENT, to be signed in its name and behalf by its Chairman, and the Weymouth Educators' Association has caused this AGREEMENT to be signed in its name and behalf by its President, this 27th day of Sept., 2018.

School Committee of the Town of Weymouth


Chairman

Weymouth Educators' Association


President

Appendix A: Weymouth Educators' Association Unit B Salary Schedule

Grade A
Asst Prin/Primary
Health Coordinator

18-19		19-20		20-21	
Step	Annual	Step	Annual	Step	Annual
1	\$ 85,483.66	1	\$ 87,193.33	1	\$ 89,373.16
2	\$ 86,765.91	2	\$ 88,501.23	2	\$ 90,713.76
3	\$ 88,067.40	3	\$ 89,828.75	3	\$ 92,074.47
4	\$ 89,388.41	4	\$ 91,176.18	4	\$ 93,455.58
5	\$ 90,729.26	5	\$ 92,543.85	5	\$ 94,857.45
6	\$ 92,090.19	6	\$ 93,931.99	6	\$ 96,280.29
7	\$ 93,471.55	7	\$ 95,340.98	7	\$ 97,724.50
8	\$ 94,873.62	8	\$ 96,771.09	8	\$ 99,190.37

Grade B
Housemasters
Asst Prin/Middle Sch

18-19		19-20		20-21	
1	\$ 89,396.67	1	\$ 91,184.60	1	\$ 93,464.22
2	\$ 90,765.16	2	\$ 92,580.46	2	\$ 94,894.97
3	\$ 92,098.69	3	\$ 93,940.66	3	\$ 96,289.18
4	\$ 93,480.17	4	\$ 95,349.77	4	\$ 97,733.51
5	\$ 94,882.38	5	\$ 96,780.03	5	\$ 99,199.53
6	\$ 96,305.63	6	\$ 98,231.74	6	\$ 100,687.53
7	\$ 97,750.21	7	\$ 99,705.21	7	\$ 102,197.84
8	\$ 99,216.46	8	\$ 101,200.79	8	\$ 103,730.81

Grade C
Asst Prin/Deans/ WHS
Director Alt HS

18-19		19-20		20-21	
1	\$ 91036.09	1	\$ 92,856.81	1	\$ 95,178.23
2	\$ 92,401.64	2	\$ 94,249.67	2	\$ 96,605.91
3	\$ 93,787.64	3	\$ 95,663.39	3	\$ 98,054.97
4	\$ 95,194.47	4	\$ 97,098.36	4	\$ 99,525.82
5	\$ 96,622.39	5	\$ 98,554.84	5	\$ 101,018.71
6	\$ 98,071.70	6	\$ 100,033.13	6	\$ 102,533.96
7	\$ 99,542.78	7	\$ 101,533.64	7	\$ 104,071.98
8	\$ 101,035.92	8	\$ 103,056.64	8	\$ 105,633.06

Grade D

Dir of Athletics

18-19	
1	\$ 97,568.76
2	\$ 99,032.31
3	\$ 100,517.78
4	\$ 102,025.54
5	\$ 103,555.94
6	\$ 105,109.27
7	\$ 106,685.90
8	\$ 108,286.19

19-20	
1	\$ 99,520.14
2	\$ 101,012.96
3	\$ 102,528.14
4	\$ 104,066.05
5	\$ 105,627.06
6	\$ 107,211.46
7	\$ 108,819.62
8	\$ 110,451.91

20-21	
1	\$ 102,008.14
2	\$ 103,538.28
3	\$ 105,091.34
4	\$ 106,667.70
5	\$ 108,267.74
6	\$ 109,891.75
7	\$ 111,540.11
8	\$ 113,213.21

Grade E

Dir of CTE

18-19	
1	\$ 99,738.62
2	\$ 101,234.69
3	\$ 102,753.21
4	\$ 104,294.50
5	\$ 105,858.93
6	\$ 107,446.83
7	\$ 109,058.53
8	\$ 110,694.41

19-20	
1	\$ 101,733.39
2	\$ 103,259.38
3	\$ 104,808.27
4	\$ 106,380.39
5	\$ 107,976.11
6	\$ 109,595.77
7	\$ 111,239.70
8	\$ 112,908.30

20-21	
1	\$ 104,276.72
2	\$ 105,840.86
3	\$ 107,428.48
4	\$ 109,039.90
5	\$ 110,675.51
6	\$ 112,335.66
7	\$ 114,020.69
8	\$ 115,731.01

Grade F

Curriculum Coord

18-19	
1	\$ 96,521.42
2	\$ 97,968.20
3	\$ 99,437.72
4	\$ 100,951.99
5	\$ 102,489.33
6	\$ 104,050.09
7	\$ 105,610.83
8	\$ 107,194.99

19-20	
1	\$ 98,451.85
2	\$ 99,927.56
3	\$ 101,426.47
4	\$ 102,971.03
5	\$ 104,539.12
6	\$ 106,131.09
7	\$ 107,723.05
8	\$ 109,338.89

20-21	
1	\$ 100,913.15
2	\$ 102,425.75
3	\$ 103,962.13
4	\$ 105,545.31
5	\$ 107,152.60
6	\$ 108,784.37
7	\$ 110,416.13
8	\$ 112,072.36

Grade G
Tech Coordinator/
Early Childhood
Coordinator

18-19		19-20		20-21	
1	\$ 93,193.73	1	\$ 95,057.60	1	\$ 97,434.04
2	\$ 94,591.64	2	\$ 96,483.47	2	\$ 98,895.56
3	\$ 96,010.51	3	\$ 97,930.72	3	\$ 100,378.99
4	\$ 97,450.67	4	\$ 99,399.68	4	\$ 100,884.67
5	\$ 98,912.43	5	\$ 100,890.68	5	\$ 103,412.95
6	\$ 100,396.11	6	\$ 102,404.03	6	\$ 104,964.13
7	\$ 101,902.05	7	\$ 103,940.09	7	\$ 106,538.59
8	\$ 103,430.58	8	\$ 105,499.19	8	\$ 108,136.67

Grade H
Department Heads

18-19		19-20		20-21	
1	\$ 85,722.52	1	\$ 87,436.97	1	\$ 89,622.89
2	\$ 87,008.37	2	\$ 88,748.54	2	\$ 90,967.25
3	\$ 88,313.49	3	\$ 90,079.76	3	\$ 92,331.75
4	\$ 89,638.19	4	\$ 91,430.95	4	\$ 93,716.72
5	\$ 90,982.76	5	\$ 92,802.42	5	\$ 95,122.48
6	\$ 92,347.51	6	\$ 94,194.46	6	\$ 96,549.32
7	\$ 93,732.72	7	\$ 95,607.37	7	\$ 97,997.55
8	\$ 95,138.70	8	\$ 97,041.47	8	\$ 99,467.51

**Grade I /New
Table**

Asst curr coord

18-19		19-20		20-21	
1	\$ 95,035.95	1	\$ 96,936.67	1	\$ 99,360.99
2	\$ 97,269.29	2	\$ 99,214.68	2	\$ 101,695.05
3	\$ 99,555.44	3	\$ 101,546.55	3	\$ 104,085.21
4	\$ 101,894.38	4	\$ 103,932.27	4	\$ 106,530.58
5	\$ 104,289.28	5	\$ 106,375.07	5	\$ 109,034.45
6	\$ 106,740.16	6	\$ 108,874.96	6	\$ 111,596.83
7	\$ 109,248.05	7	\$ 111,433.01	7	\$ 114,218.84

So long as any Assistant Principal should also perform the duties of Title I Coordinator, they shall be compensated on Category B pay scale at the step that they would have been on their previous pay scale.