

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE WEYMOUTH SCHOOL COMMITTEE**  
**AND**  
**THE WEYMOUTH TEACHERS' ASSOCIATION**  
**UNIT A**  
**2015 – 2018**  
**OF THE**  
**WEYMOUTH EDUCATORS ASSOCIATION**

## TABLE OF CONTENTS

<b>ARTICLE</b>		<b>PAGE</b>
ARTICLE I	RECOGNITION CLAUSE	1
ARTICLE II	COMMITTEE'S RIGHTS CLAUSE	1
ARTICLE III	NO STRIKE CLAUSE	2
ARTICLE IV	GRIEVANCE PROCEDURE	2
ARTICLE V	TEACHER HOURS AND WORK YEAR	4
ARTICLE VI	TEACHER EMPLOYMENT	8
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	TEACHER EVALUATION	16
ARTICLE XIV	PROFESSIONAL IMPROVEMENT	18
ARTICLE XV	SICK LEAVE	19
ARTICLE XVI	GENERAL SECTION	20
ARTICLE XVII	SALARIES AND OTHER COMPENSATION	26
ARTICLE XVIII	ANNUITY PLAN	27
ARTICLE XIX	TRANSFER POLICY	27
ARTICLE XX	PROFESSIONAL DEVELOPMENT	27

ARTICLE XXI	CLASS SIZE	28
ARTICLE XXII	CAREER & TECHNICAL EDUCATION	28
ARTICLE XXIII	CREDIT UNION DEDUCTIONS	29
ARTICLE XXIV	NON-TEACHING DUTIES	29
ARTICLE XXV	REIMBURSEMENT FOR COURSES	29
ARTICLE XXVI	TEACHER'S INDEMNIFICATION	30
ARTICLE XXVII	DURATION CLAUSE	31
APPENDIX A	SALARY SCHEDULES, AND STIPENDS	32
APPENDIX B	TEACHER EVALUATION POLICY	56
BYLAWS OF THE WEYMOUTH TEACHERS ASSOCIATION		69

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of September, by and between the Weymouth School Committee (hereinafter referred to as the "Committee") and the Weymouth Educators' 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 "A"** - Classroom teachers (i.e., primary, middle, senior high, career and technical, head teachers, art, music, physical education, science, information literacy, reading, *Early Childhood, pre-Kindergarten, Kindergarten* and all SPED teachers), guidance counselors, adjustment counselors, specialists, nurses, home-bound teachers, librarians, and long-term substitutes (as appointed by the Superintendent of Schools {hereinafter referred to as the "Superintendent"}).

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

### **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 a teacher 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 teacher 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 therefore, 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 subsistence expenses will be borne equally by the Committee and the Association.

**ARTICLE V  
TEACHER HOURS AND WORK YEAR**

- A. 1. The workday for teachers shall not exceed the following:

Primary School                      6 hours, 20 minutes  
(Grades K-4)

**Effective August 31, 2018**

**Primary School                      6 hours, 35 minutes  
(Grades K-4)\***

Middle School                      6 hours, 55 minutes  
(Grades 5, 6, 7 & 8)

High School                      7 hours, 15 minutes  
(Grades 9, 10, 11 & 12)

**\* Primary Teachers employed during the 2015 – 2016 school year and who continue their employment in the 2018 – 2019 school year shall receive a one-time payment of five hundred dollars (\$500.00) on or about August 31, 2018.**

2. All primary teachers will be at their assignments fifteen (15) minutes prior to the commencement of the school day, and ten (10) minutes after the close of the school day. All middle teachers will be at their assignments twenty (20) minutes prior to the commencement of the school day, and ten (10) minutes after the close of the school day.

All high school teachers will be at their assignments ten (10) minutes prior to the commencement of the school day, and ten (10) minutes after the close of the school day subject to the following provision: During the six

(6) day cycle, with the prior mutual agreement between the teacher and his/her building principal, each teacher shall remain at his/her assignment either an additional ten (10) minutes [for a total of twenty (20) minutes] beyond the school day each day or for a total of sixty (60) additional minutes over the six (6) day cycle which will be scheduled by mutual agreement between the teacher and his/her building principal and adequately promulgated by the teacher to his/her students.

One (1) day per month for not more than one (1) hour, teachers will meet for the following purposes:

- Grade level/house meetings
- Department meetings
- Staff meetings
- Parent meetings
- Other educational related matters

A schedule of above meetings for the school year shall be provided for each teacher on or before September 15<sup>th</sup> of each year.

Said starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teachers' workday. Teachers may be required to attend no more than three (3) evening conferences provided that no teacher shall be required to attend such conferences in excess of a total of nine (9) hours in any school year.

3. Personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers' workday. It is recognized, however, that the satisfactory performance of a specific responsibility may require these persons to work longer than the normal workday. Such additional time shall be the professional judgment of the individual member.
4. No individual may be absent from a school building during the workday as described in this article without the express permission of the building principal in the case of a teacher assigned to that building.

**B.** The work year for teachers (other than new personnel who may be required to attend an orientation session) will begin no earlier than September 1, and terminate no later than June 30, but will in no event be longer than 184 days, three (3) of which shall include:

1. One day immediately prior to the opening of school, half of which will be used by teachers exclusively to prepare their program(s) and/or classroom(s) for the opening of the year;



2. **Three (3)** days during the school year for professional development or training as determined by the system and/or building administration. The last professional development day may, by mutual agreement between the individual teacher and the building administrator, be designed and developed by the individual teacher. Such professional development days shall begin at 8:00 a.m., shall conclude on or before 3:00 p.m. and shall include a one hour duty-free lunch period.

A maximum of one hundred eighty (180) days during the school year shall be with students.

The Committee shall determine the exact closing date of the school year on or before May 15 of each school year.

3. The Out-of-District Liaison shall work the regular teacher work year plus thirty (30) additional days (or a pro-rated number of days based upon FTE) which will be at times mutually agreed upon between the Out-of-District Liaison and the Administrator of Special Education. The Out-of-District Liaison shall be compensated at his/her daily rate for these additional days of work.

- C.
  1. All teachers will have a duty-free lunch period of at least twenty-five (25) consecutive minutes.
  2. Classroom teachers will, in addition to their lunch periods, have a preparation period during which they will not be assigned to any other duties as follows:
    - a. Kindergarten, Primary - One (1) per day of no less than thirty (30) minutes in length. **Effective August 31, 2018: One (1) per day of no less than forty-five (45) minutes in length.**
    - b. Middle School – Seven (7) preparation periods per six (6) day cycle and two (2) team planning periods. One team planning period shall be determined by the Team Leader or administrator acting in such capacity and one team planning period shall be determined by the Unit A members of the Team. In any event, team planning periods shall be used exclusively for team planning.
    - c. High School – Nine (9) preparation periods per six day cycle, unless reduced by mutual agreement of the teacher and the school principal. Because of the nature of their work, career and technical instructors will be exempted from this provision and substantially equivalent preparation time will be provided through arrangement with the principal of the High School and the teacher involved.

- d.** Efforts shall be made to provide teachers who are assigned to co-teach with work schedules that include preparation time in common with the teacher(s) with whom they are co-teaching.

**D.** Teachers in grades 9-12 will not be required, unless by mutual agreement, in writing, to teach more than two (2) major disciplines nor more than a total of three (3) subjects within said disciplines at any one time.

Teachers in grades 7 & 8 will not be required, unless by mutual agreement, in writing, to teach more than two (2) major disciplines nor more than a total of three (3) subjects within said disciplines at any one time.

Teachers in grades 5-6 will not be required, unless by mutual agreement, in writing, to teach more than two (2) major disciplines.

**E.** Teacher participation in extra-curricular activities will be strictly voluntary.

**F** If teachers are required to perform duties relative to Massachusetts General Laws, Chapter 71B, the Committee shall:

- 1.** Make training available to teachers.
- 2.** Provide substitute teachers whenever the regular teachers must be absent from class for an extended period because of said duties.

**G** High School guidance counselors may work, with the prior written approval of the building principal, up to five (5) days before and/or after the close of the work year and shall be compensated on a per diem basis.

**H** Attendance at any meetings, workshops or courses that are conducted before or after the regular workday or work year is strictly voluntary with the exception of the meetings listed in Section A.2. Lack of attendance shall not be used in the evaluation of the work performance of any teacher.

**I.** Middle school teachers may be required to supervise no greater than three (3) academic support periods/blocks in a six (6) day cycle. It is understood that academic support periods are designed to provide students with teacher directed assistance and enrichment similar to the kind of support they would be providing during after school help sessions. It is understood that formal observation of teachers for purposes of evaluation shall not take place during academic support periods and formal lesson plans will not be required.

In the event the Superintendent wishes to change the academic support periods herein described, such change must be negotiated to agreement with the Association. The Association agrees to participate in such negotiations if provided six (6) months' notice prior to the proposed date of implementation of a new concept.



## ARTICLE VI

### TEACHER EMPLOYMENT

- A. 1.** The initial salaries of experienced teachers new to the Weymouth System shall be set by the Superintendent of Schools. The Superintendent shall evaluate experience outside the Weymouth System in terms of type, length and quality of service and its relationship to the position to be filled in the Weymouth Schools. Additional credit not to exceed three (3) years of military service and not to exceed two (2) years of Action Service may be given upon initial employment in lieu of teaching experience.
- 2.** Teachers with previous teaching experience in the Weymouth System shall upon returning to the system receive full credit on the salary schedule for all service in the Weymouth System provided that they are appointed to fill a position substantially the same as that in which they served. Outside experience and additional credit for military service and Action Service will also be evaluated as set forth in #1 above.
- B. 1.** The minimum qualifications for regularly appointed new teachers, except in the Career and Technical programs, shall be a four-year college degree and qualification as determined by the Massachusetts Department of Education. All degrees must be from a college or university accredited by a regional or national accreditation association such as the New England Association of Schools and Colleges. State regulations govern the minimum preparation requirements for Career and Technical School teachers.
- 2.** Upon appointment to the Weymouth Public Schools, a teacher will be given a formal letter of appointment stating the course(s) and/or grade level to which the teacher will be assigned.

The teacher will not be hired or assigned either at the time of initial employment or at any subsequent time, to a course outside the scope of his/her teaching certificate and/or his/her major or minor fields of study.

Each employed teacher will be given a copy of his/her tentative teaching assignment including courses and levels upon leaving school in June and will be advised of any changes in his/her schedule before the opening of school. No changes will be made after the third week in August unless occasioned by unforeseen conditions not caused by the Weymouth School Committee.

In the event a schedule is changed, the involved teacher shall be provided the opportunity to discuss his/her changed teaching assignment with the administrator involved.

- C. The Committee and the Association agree that they shall not discriminate with regard to race, creed, color, religion, national origin, gender, marital status, sexual orientation, age, disability or **gender identity**.
- D. **Parent and Family Engagement: The School Committee shall provide a student information system for teachers to improve the communications between home and school. It is understood that requirements for electronically entering progress reports, end-of-term grades, and issuing warning notices each marking period shall continue.**

**The Student Information System (SIS) shall be piloted for all teachers during the 2016-2017 school year as a communication tool. A joint SIS Committee comprised of four (4) representatives appointed by the School Committee will be established to meet twice during the 2016-2017 school year to oversee implementation of the SIS and training and will be provided throughout the school year. If the joint SIS Committee recommends amendments to the parameters below, such recommendations shall be presented to the parties' respective bargaining teams for negotiations. The SIS will be piloted as follows:**

**Pre-K and Primary Teachers will be required to post information which may include communication with parents about student progress as it relates to the standards and how they can support their child's learning on the SIS at least two (2) times per term as follows:**

- **Once within the first thirty (30) days of the term; and**
- **The term report card.**

**Middle School and High School Teachers will be required to:**

- **Post updates which may include grades/completion of assignments every two (2) weeks;**
- **Post homework policies and procedures; and**
- **Post special events when appropriate.**

## **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 teachers 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, gender, age, sexual orientation, marital status, disability, **or gender identity**.
- D.** Any vacancy filled on a temporary basis shall be compensated at a per-diem rate of 1/184 of the differential paid for that 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 Teachers' 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. Teacher 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 Teachers' Association the dues of: the Weymouth Teachers' Association, the Norfolk County Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association, 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.....TEACHER'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. Teachers 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 teacher; the remaining payments will be deducted.
  
- C.** Any teacher 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 teacher may authorize payroll deduction for such agency fee in the same manner as provided in Section A of this Article. Any teacher 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 a teacher 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 teacher. The parties expressly recognize that the failure of any teacher 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 or which has had major additions added since that time shall have the following facilities:
  - 1.** Space in each classroom in which teachers may safely store instructional materials and supplies;
  - 2.** A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  - 3.** An appropriately furnished room to be reserved for the exclusive use of teachers as a faculty lounge and/or private dining area;

4. A serviceable desk and chair for the teacher in each classroom;
  5. A communications system so that teachers can communicate with the main office from their classrooms;
  6. A well-lighted and clean male teachers' rest room and a well-lighted and clean female teachers' 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.** Teachers 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, **domestic partner**, 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 without loss of pay upon certification of the teacher 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 teacher to give a reason for taking said day. The teacher must submit, in writing, the reason for the second personal day. However, the Superintendent may grant additional days of personal leave upon specific request.
  4. Requests should not be made for absences on days preceding or following school vacations. All teachers 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, Winter, **February**, and Spring school vacation periods.

5. The Superintendent may excuse teachers upon request to attend school conferences and conventions and for visiting days without a deduction in pay.
  6. Leaves taken pursuant to this Article will be in addition to any sick leave to which said teacher is entitled.
  7. Any teacher who goes on required short-term military leave shall be paid the difference between his/her military pay and his/her regular pay.
  8. 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 teacher rate of pay in the event a substitute teacher is employed.
  9. A teacher who is required by subpoena or other formal notification to 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. A teacher who is required to attend a criminal court hearing involving criminal charges against the teacher arising from job related matters shall be released for the day with pay at the discretion of the Superintendent. However, in the event the teacher is fully exonerated of the charges against him/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.
  10. Teachers 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. Teachers shall notify their building principal in writing seventy-two (72) hours in advance of the religious holy day.
  11. **Teachers who are called to jury duty for state or federal courts shall be compensated pursuant to the applicable state or federal law.**
- 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 teachers with professional teacher status only, excepting D.

- A.** The Committee agrees that one (1) teacher 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, a teacher 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) teachers per school for the purpose of joining the Action program, or serving as a teacher in an exchange system approved by the Superintendent, and provided further said teacher is a full-time participant in either of the afore-described programs. Upon return from such leave, a teacher 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 a teacher 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 a teacher who takes a leave of absence pursuant to this section does not return at the end of two years, said teacher shall be presumed to have resigned from the Weymouth School System.

- C.** Military leave will be granted to any teacher 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, a teacher 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, a teacher 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 teacher shall be entitled to the provisions of Article XV 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 teacher's attending physician.
  - 3.** Said teacher shall, as soon as practical, submit a medical certificate from the attending physician which shall include:
    - a.** The last date on which the teacher will be physically able to perform the normal duties of the position.

- b.** The anticipated delivery date.
- 4.** Teachers 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 teacher intends to return and said return shall be at the beginning of the school year. In determining the placement on the salary schedule of a teacher who returns from a childbearing leave, credit for a full year of teaching shall be given for the school year during which the leave began if the teacher taught at least ninety-three (93) schools days during said school year. A teacher 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. The teacher 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 teacher's immediate family, where such teacher'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 teacher 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, a teacher 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 teacher 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 a teacher was entitled at the time his/her leave of absence commenced will be restored to him/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 a teacher during the course of a school year said teacher 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.** Leaves of absence regulated by the Family Medical Leave Act of 1993 will be available to all members of the bargaining unit.

## **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 1% of the total professional staff or the major fraction thereof.
- 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.** Teachers on sabbatical leave shall receive half pay.
- 6.** A teacher 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.** A teacher's tenure, regular salary increments, and status shall not be impaired by a sabbatical leave.

## ARTICLE XIII

### TEACHER EVALUATION

- A.**
1. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
  2. The use of the public address system or any other audio system shall be strictly prohibited as an evaluation device.
  3. Teachers 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 **all** teachers 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 a teacher to said teacher and (s)he will be permitted to make copies of said personnel file. A teacher will be entitled to have an appropriate representative of the Association accompany him/her during such interview.
  2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher 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 teacher 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 a teacher 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 teacher, and, if determined to be meritorious by the Superintendent, shall be placed in the teacher's personnel file. The teacher 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 teacher's statement if he/she so chooses, in a special file and may be accessed only if a similar complaint is made against the teacher 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 teacher 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 a teacher who has not obtained professional teacher 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.

## **ARTICLE XIV**

### **PROFESSIONAL IMPROVEMENT**

- A. Lane Advancement
  - 1. A committee shall be formed for the purpose of approving proposals for courses leading to professional improvement credits. It shall consist of seven (7) members of the Teacher Education and Professional Standards Committee (TEPS) and the Superintendent of Schools or his/her designee.
  - 2. Marks and personal records of the teachers are not at the disposal of the TEPS Committee.
  - 3. The TEPS regulations in the existing Rules and Regulations of the Committee on Teacher Education and Professional Standards shall continue for the duration of this Agreement.
  - 4. The TEPS Committee shall approve credits for the Master's + 15 lane, the Master's + 30 lane, the Master's + 45 lane, and the Master's +60 lane. Such credits shall be related to the teacher's present assignments, or his/her assignment(s) at the time the course was taken. The courses submitted for evaluation must have been taken in the twelve years immediately preceding the submission of these courses for evaluation by TEPS. With the exception of Career and Technical teachers who are submitting courses pursuant to Article XXII, sections A-C, such courses must earn graduate credits, must be taken subsequent to the receipt of the Bachelor's Degree and must not have been utilized in the attainment of the Master's Degree.
  - 5. The Association and Committee agree that teachers who are fully licensed as of September 1, 2013 and complete the courses necessary for RETELL certification will receive four (4) in-house credits for the purpose of moving lanes on the salary

schedule. These credits will not be subject to approval by the TEPS Committee and the Superintendent of Schools and may not be used twice for lane advancement.

## **B. Course Reimbursement**

In an effort to encourage and support the professional development of the educators of the Weymouth Public Schools, the Committee agrees to reimburse teachers for the costs associated with taking graduate-level courses at accredited colleges or universities.

- 1.** The Committee agrees to reimburse teachers for the costs of all courses required by the Committee.
- 2.** The Committee will establish a Tuition Reimbursement Fund (TRF) with an annual budget of \$200,000. \$80,000 will be available for the summer semester, \$60,000 available for the fall semester and \$60,000 available for the spring semester. Any monies not used in the summer semester will be rolled over to the fall and from the fall to the spring semester. Any monies not used in the spring semester will be used to reimburse members, if any, who applied for reimbursement earlier in the year and were denied for lack of funds.
- 3.** Reimbursement shall be provided upon submission of documentation indicating successful completion of the course as evidence by a grade of B (or its equivalent) or better as well as proof of payment.
- 4.** In the event that the demand for course reimbursement exceeds the amount available in a semester, approval will be determined using the following procedures:
  - i)** Applications submitted prior to the deadline will be given priority.
  - ii)** One course for each applicant will be prioritized before considering multiple course requests from a single applicant.
  - iii)** Each application will be coded to indicate the number of reimbursements received by the applicant in prior cycles.
  - iv)** Those applicants who have not received a reimbursement in any prior cycle will receive the highest priority.
  - v)** Those applicants who have received the fewest number of reimbursements in prior cycles will receive the next highest priority.
  - vi)** Multiple course requests from a single applicant will be considered only after all applicants are approved for a single course.

- vii) Should approval require a subjective determination, the TEPS Committee shall hold ultimate responsibility for reviewing and approving applications for the Tuition Reimbursement Fund.

**ARTICLE XV**

**SICK LEAVE**

Teachers covered by this Agreement shall be entitled to sick leave days during the school year according to the following schedule:

<b>Years of Service</b>	<b>Entitlement</b>
0 - 2 years	12 days
3 - 5 years	15 days
6 - 8 years	20 days
9 -11 years	25 days
12 years	30 days

In the case of absence for personal illness extending beyond the number of sick leave days to which a teacher may be entitled as provided in this section, a deduction of twenty-one dollars (\$21.00) a day will be made for the first ten (10) such days and thirteen dollars (\$13.00) for each day thereafter for a period of not more than one year from the beginning date of absence. This provision applies after a full year of service.

In case of absence for personal illness which has extended beyond one year, a return to service for one-half (or five months) will make a teacher again eligible for full leave privileges for one additional year. In any case where an extended absence occurs in a third school year, compensation will be subject to the approval of the School Committee.

Up to five (5) days of the teacher's entitlement may be used in any school year for illness in his/her immediate family (as defined in Article X, Section A.1.).

Effective September 1, 2016, delete the above language in its entirety and insert the following:

Section 1: Sick Leave Accumulation: All fulltime teachers will receive sick leave with full pay up to fifteen (15) working days in each school year while he/she is serving as a full-time teacher of the District. The yearly allotment of sick leave for teachers working part-time will be pro-rated. Days are credited on the first full teacher workday of each school year. Any teacher may accumulate full paid sick leave from year to year, up to a maximum of one hundred and eighty four (184) days. Teachers will be notified of the extent of their accumulated sick leave no later than November 1<sup>st</sup> of the current school year. Those teachers employed in the Weymouth Public Schools prior to September 1, 2015 will receive ten (10) additional accumulated sick days per year of employment.



Section 2. A teacher may utilize sick leave for absences due to their own personal illness, injury or disability. A teacher may utilize up to five (5) days sick leave per work year for absences due to an immediate family members' illness (See Article X, A.1. for definition of "immediate family member"). In no case may the Sick Leave Bank be utilized for the care of immediate family members. Extensions beyond stated sick leave for family illnesses may be allowed in exceptional circumstances at the discretion of the Superintendent of Schools or designee.

Section 3. An employee using accumulated sick leave must submit a written statement from a medical doctor, physician's assistant, nurse practitioner, or licensed mental health professional affirming that personal ill health makes absence necessary when such absence extends beyond four (4) consecutive school days and every ten (10) consecutive school days thereafter.

Section 4. A non-birth parent will be entitled to up to five (5) days leave within sixty (60) days following the birth or adoption of a child. The leave may be paid and deducted from accumulated sick leave, but may not be paid from the sick leave bank.

Section 5: Sick Leave Bank:

A. Purpose: The purpose of the Sick Leave Bank is to enable all members of this bargaining unit who voluntarily participate in accordance with the provisions herein and whose accumulated sick leave is exhausted due to prolonged illness, to access additional sick leave. The Sick Leave Bank is designed for use for prolonged illness.

B. General Provisions:

1. The Sick Leave Bank will be used only when the employee is prevented from working because of personal illness, injury or disability and when this illness, injury or disability is of a prolonged nature; that is more than ten (10) consecutive working days.
2. In order to be eligible for leave from the Sick Leave Bank, an employee must have been a member of the Sick Leave Bank during the school year preceding the year in which a request for leave from the Bank is made, with the exception of the first year of implementation (the 2016-2017 school year).
3. No eligible employee shall be entitled to receive more than one hundred and eighty four (184) sick days per prolonged illness from the Sick Leave Bank.
4. The granting of days from the Sick Leave Bank shall be in increments of twenty (20) workdays. A doctor's certificate shall be required for each request for Sick Leave from the bank.
5. Leave Bank days under the Sick Leave Bank and any reapplication or extension of benefits from the Sick Leave Bank will require a new and updated medical certification from a medical physician.
6. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick leave days are exhausted.

### C. Membership:

1. Membership will be automatic at the beginning of the school year, unless a written request is received from the educator that they do not wish to participate.
2. Any new member must contribute one (1) day to join the Sick Leave Bank and one (1) day each year thereafter to maintain membership.
3. In order to ensure that the Sick Leave Bank is never depleted, if the number of days available in the Sick Leave Bank falls below three hundred (300) days, an additional day will be deducted from all Sick Leave Bank members. Should a member of the Sick Leave Bank be unable to contribute a sick leave day under this provision, they shall make up the contribution in the subsequent school year should they wish to remain a member. Should the number of days available in the Sick Leave Bank fall below three hundred (300) days, members of the Sick Leave Bank shall be able to donate one (1) sick day to the Sick Leave Bank on a voluntary basis. Should a member of the Sick Leave Bank retire when the number of days available in the Sick Leave Bank is below three hundred (300) days, they shall be able to donate unused sick days to the Sick Leave Bank.
4. All days held in the Sick Leave Bank will be carried over from one year to the next.
5. If a member of the Sick Leave Bank declines to contribute a day, when so requested, that person will no longer be a member of the Sick Leave Bank.
6. Any balance of days not used by a recipient of the Sick Leave Bank, shall be returned to the Sick Leave Bank.
7. Sick Leave Bank days are to be used for personal illness and injury and not for the care of a sick or injured family member.

### D. Administration:

The Sick Leave Bank will be administered by a committee of four: two (2) members appointed by the Association and two (2) members appointed by the Superintendent of Schools. All requests for use of the Sick Leave Bank days shall be directed to this committee that is to be named the Sick Leave Bank Committee. In the event of a tie vote, the tie shall be broken by an individual mutually agreed upon by the parties. The provisions of the Sick Leave Bank are not subject to the grievance or arbitration procedures, nor will the final decision of the Sick Leave Bank Committee be subject to the grievance or arbitration procedure. Only those employees who voluntarily join the Sick Leave Bank and contribute to the Sick Leave Bank shall be eligible for its benefits.

### E. Incentive

If a teacher has no sick absences in a given school year, the teacher will receive a payment of \$250 in a lump sum payable on or before the first pay period in December of the following school year.

### F: Sick Leave Buy Back

Upon death while actively employed by the Weymouth Public School or upon resignation for the purpose of retirement within 12 months from the Weymouth Public Schools a member is entitled to thirty dollars (\$30) per accumulated sick day up to a maximum of \$4,000.

## **ARTICLE XVI**

### **GENERAL SECTION**

- A.** There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B.** Any teacher 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.** Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 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.**
  - 1.** If there is to be a reduction in the number of teachers, the following procedure shall be implemented:
  - 2.** Definitions:

Seniority: Means a teacher's length of consecutive service in years, months and days in the bargaining unit. Part-time teachers employed after November 1, 1986, covered by this Agreement shall have their seniority pro-rated. Leaves of absence shall not be considered as breaks in said consecutive service, except that only paid leaves of absence shall be counted as years, months, and days for the purposes of this definition.

Where the total number of years, months, and days are equal, seniority shall be determined by lot.

Length of Service for present teachers as of the effective date of this Agreement shall commence as of the date of the said teacher's execution of his/her initial contract or employment.

Length of Service for teachers employed subsequent to the effective date of this Agreement shall commence as of the initial date of employment as recorded in the Town Treasurer's Office.

Qualified: Means that the teacher has on file with the Committee prior to the finalization of the seniority list his/her evidence of certification required pursuant to Chapter 71, Section 38G of the Massachusetts General Laws, an inactive certificate is evidence of certification pursuant to Chapter 71, Section 38G of the Massachusetts General Laws.

Layoff: Means an unpaid leave of absence for a period of 36 months commencing from and pursuant to a Reduction in Force.

Recall: Means the right to return to service during the 36 month layoff period.

3. Notice: When a Reduction in Force is to take place, the Committee shall give written notice to the Association and the affected teachers prior to May 30 of the school year next preceding the effective date of the Reduction in Force.
4. Seniority List: Shall mean a list specifying the order of seniority of each teacher. The Seniority List shall include the areas in which a teacher is qualified; and said list shall be prepared by the Committee and the Association by November 1 of each school year. Placement on the Seniority List for the areas in which a teacher becomes qualified subsequent to the effective date of the initial list shall be as of the date of filing of evidence of said qualifications with the Committee. The Association shall promulgate the Seniority List to each teacher within thirty (30) calendar days after receipt of said list from the Committee.

Any teacher who wishes to challenge his/her position on the Seniority List shall submit the challenge in writing setting forth the basis of his/her challenge to the President of the Association but, in no event, no later than January 1. Thereafter, any challenges remaining unresolved shall be forwarded to the Committee on or

before January 15. Notwithstanding the provisions of Article IV of this Agreement, a tripartite panel, consisting of a person appointed by the Association, a person appointed by the Committee and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges. This Panel shall render its decision prior to February 1. A teacher who has filed timely in accordance with the provision of this Article, a challenge to the Seniority List which remains unresolved, shall be advised of the date, time and place of the meeting of the said Panel. The teacher shall have the opportunity to clarify his/her challenge before the Panel; provided, however, (s)he shall have submitted a request for said opportunity in writing to the President of the Association prior to the meeting of the Panel.

The decision of a majority of the Panel will be final and binding on the teacher, the Association, and the Committee.

The cost, if any, of the services of the neutral member of the Panel shall be borne equally by the Committee and the Association.

The list as finally determined by the Panel shall be the Seniority List for the purposes of this Article. In the event there are no unresolved challenges as of the January 1 list, then the promulgated list shall be the final list.

After the Committee has determined the number of teachers covered by this Agreement to be placed on layoff, then it shall first determine which teacher(s), if any, have performed in a less than competent manner and shall notify each teacher(s) in writing by certified mail that they are to be placed on layoff effective September next following receipt of said notice. Any teacher(s) so notified shall have the right to grieve such action pursuant to Article IV of this Agreement and the Committee shall have the burden of proof in such matter. After having made any such determination regarding less than competent performance, then the least senior qualified teacher(s) shall be notified, in writing, by certified mail, that they are to be placed on layoff effective September next following receipt of the said notice.

## **5. Reduction in Force**

- a.** Any elementary, K to 8, certified teacher who is to be affected by layoff shall be eligible to displace a less senior teacher in subject areas in grades 7 and 8 except Art, Business Subjects, Home Economics, Industrial Arts, Music, Health, Health and Physical Education, Reading, Speech and Driver Education.
- b.** In order to implement a. above, a senior high teacher with less seniority than the affected elementary teacher shall be displaced by a junior high teacher with greater seniority than said elementary teacher, or by a volunteer acceptable to the Committee.

- c. Teachers who are certified as Special Needs teachers shall be transferred to a special needs assignment prior to the hiring by the Superintendent of non-tenure Special Needs personnel.

**6. Recall:**

- a. When a teacher covered by this Agreement has been placed on layoff in accordance with the provisions of this Article, said teacher shall be placed on a recall list for a period of 36 calendar months from the effective date of the layoff. If not recalled during said period, the teacher shall be terminated.
- b. During said layoff period, the teacher shall be considered to be on leave of absence without pay or increment.
- c. The teacher shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of his/her layoff, provided, however, that the teacher pays the entire cost of said insurance in quarterly payments in advance of the premium due, and there shall be no contribution by the Committee for such teacher's insurance.
- d. The teacher during the period of recall shall inform the Superintendent of his/her current mailing address and any other circumstances which could affect his/her recall status.
- e. In the event that the Committee determines to re-establish the eliminated positions, the teachers who have been placed on layoff status who are qualified for the available position and who are on recall status shall be notified by certified mail that such a position is available. The teachers so notified shall within 10 calendar days from the date of the receipt of the notice respond in writing by certified mail of their intention to return or not return to the school system. Upon expiration of said 10 days, if the Superintendent has not been notified by said teacher, or if the teacher has given notice of his/her intention not to return, then, in such event, said teacher shall terminate the leave of absence and the teacher shall be considered to have resigned from the school system.
- f. The reference to the "eliminated positions" above includes positions which become open as a result of resignation, retirement, termination or leave granted for the school year, which the Committee intends to fill. If prior to October 1, "an eliminated position" as in the paragraph above, occurs, then such position shall be filled in accordance with Section G.6e.

If "an eliminated position", as in the paragraph above, occurs October 1 or thereafter, then such position shall be filled by a Long Term Substitute

hired at the discretion of the Committee. If the teacher selected for the Long Term Substitute position is on the recall list and the teacher refuses the Long Term Substitute position, this does not constitute a forfeiture as outlined in Article XVI, Section 6a, and the teacher shall retain status on the recall list.

- g.** The Superintendent shall assign the most senior qualified teacher among those notified above in Paragraph (e) to the available position, provided said teacher has complied with the provisions of said section.
- h.** Those teachers who have complied with Paragraph e above, and who have not been assigned in accordance with Paragraph f above shall continue in recall status.
- i.** In the event of a layoff pursuant to this Article, no duties performed by members of the bargaining unit may be performed by persons not in the bargaining unit except to the degree consistent with the practices in effect on the effective date of this Agreement.

**7.** Fall Back:

- a.** Employees serving at the discretion of the Committee under the provisions of M.G.L. c.71, s.41 who re-enter the bargaining unit described in Article I, shall be placed on the Seniority List in accordance with their previous service within that unit.

In addition to the creditable service described above, said employees shall be credited with the years, months, days of service to the Committee in which they served in positions requiring greater than fifty percent (50%) of their time in the performance of work generally performed by members of Unit A. Such positions shall include any position listed in Appendix A of the Unit B Memorandum of Understanding where the greater than fifty percent (50%) standard is met.

- b.** Employees serving at the discretion of the Committee under the provisions of M.G.L. c.71, s. 41 who enter the bargaining unit described in Article I for the first time shall be placed on the Seniority List before those teachers who are not serving at the discretion of the Committee and after those teachers who are serving at discretion.
- c.** In addition to the creditable service described above in Section 5.a. and 6.b., said employees who enter or re-enter the bargaining unit described in Article I from Unit C (MCR-2543) shall be credited with the years, months, and days of service to the Committee in which they served in positions requiring greater than fifty percent (50%) of their time in the performance of work generally performed by members of Unit A. It is

further agreed that such greater than fifty percent (50%) standard will be considered to have been met in the event an employee taught two-fifths (2/5) of a normal teaching load by recognizing eleven percent (11%) non-teaching Unit A work.

8. Refresher Courses: Any teacher reassigned due to seniority to a discipline; level (Elementary, Secondary); and/or area in which he/she has not taught at least one of the last five years may be required to complete up to ten (10) hours of refresher course work as recommended by the Superintendent or his/her designee. The refresher courses will be funded by the Committee and conducted in the Weymouth School System in the fall of each year.
  9. A subcommittee consisting of two (2) representatives each from the Association and the Committee shall meet as needed to discuss the impact of any new recertification requirements. Said subcommittee shall report its findings and recommendations to the Association and the Committee.
- H.** All Special **Education** Staff who are required to carry out 766 procedures such as Educational Plan writing, Capacity-Achievement Testing and parent **meetings** associated with the **IEP** 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.
- I.** The children of employees of the Weymouth Public Schools shall be given priority (after student parents) in the process of selecting participants in the Weymouth School Department Child Care Center.
- J. Health and Safety: The Committee, with the assistance of the Association, shall implement a Health and Safety Committee composed equally of administrators designated by the Superintendent and teachers designated by the Association President. This body shall issue reports and make appropriate recommendations annually to both parties.**

## 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 a teacher so elects, in 26 substantially equal payments over the entire contract year.
- C. In the event a teacher 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, a teacher 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 each school year. The payment will be made with the first paycheck following the end of the school year.

**D.** Longevity:

Teachers will receive compensation in addition to that specified in Appendix A.I or A.II 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 25 years	\$3,550

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

- E.** Teachers shall be provided the pre-tax aspects of the so-called "Cafeteria Plan" for the employee contributions to the medical insurance plans.
- F.** Teachers shall be provided the option of direct deposit of their paychecks into the banking institution of their choice.
- G.** Courses for movement horizontally on the Teachers Salary Schedule (M to M+15, M+15 to M+30, M+30 to M+45, and effective September 1, 2006, M+45 to M+60) must be graduate level courses from accredited colleges or universities. It is understood that any and all credits earned prior to September 1, 2003, shall continue to be valid for horizontal movement subsequent to this date, provided these credits met the approval standards of the TEPS Committee at the time they were earned.
- H.** Personnel required to use private vehicles in the performance of their duties will be reimbursed at the rate of thirty-two (\$0.32) cents per mile.

**ARTICLE XVIII**

**ANNUITY PLAN**

Teachers will be eligible to participate in a "tax sheltered " Annuity Plan established pursuant to United States Public Law No. 87-370. Annuity 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 teachers 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 teachers required, a teacher'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 teacher being transferred involuntarily shall be notified of the reasons for the transfer prior to August 15.

## **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.

## **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 recommended system-wide class size:

K-6	25
7-12	28

Physical Education 35  
Laboratories: number of stations plus 50%

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

## **ARTICLE XXII**

### **CAREER AND TECHNICAL EDUCATION**

- A.** All teachers of Career and Technical programs shall be placed on the Bachelor's lane of the Teachers' Salary Schedule by presenting evidence of a Preliminary Vocational Technical Teacher license from the Department of Elementary and Secondary Education (or applicable waiver).
- B.** Career and Technical teachers presenting evidence of a Professional Vocational Technical Teacher license from the Department of Elementary and Secondary Education shall be placed on the Masters lane of the Teachers' Salary Schedule.
- C.** Career and Technical teachers, holding a Professional Vocational Technical Teacher license from the Department of Elementary and Secondary Education, shall be eligible to advance to the Master's +30 level upon obtaining a Bachelor's degree.
- D.** Career and Technical teachers will be eligible to advance to the Master's +45 level upon attaining fifteen graduate credits subsequent to the receipt of bachelors degree and will be eligible to advance to the Master's +60 level upon earning fifteen graduate credits subsequent to attaining Master's +45.
- E.** No shop in the Career and Technical programs shall have fewer than two (2) instructors when the students assigned exceed twenty-two (22) students.

## **ARTICLE XXIII**

### **CREDIT UNION DEDUCTIONS**

The Committee agrees to deductions, upon the request of teachers, for credit union savings purposes.

Fixed credit union deductions will be on a semi-monthly basis and be limited to the Rockland Federal Credit Union or the Century Bank and Trust. There shall be three (3) points of entry and withdrawal on a yearly basis - September 1, November 1, and January 1. One month's notice in advance must be given.

## **ARTICLE XXIV**

### **NON-TEACHING DUTIES**

The School Committee and the Association acknowledge that a teacher's primary duty is to teach and that the teacher's energies shall be directed and utilized to this end.

- A.** Teachers 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.

- B.** The conditions of employment for teachers at the secondary level as they relate to lunchroom, playground, lavatory, corridor and study hall supervision, the preparation of instructional materials, and the distribution of audio-visual materials shall be consistent with the practices in effect during the 1976-77 school year except for such duties which were previously performed by teacher aides.

- C.** The aforementioned conditions of employment (see section B above) for elementary teachers shall be consistent with the practices in effect during the single session pilot program conducted during the 1980-81 school year.

## **ARTICLE XXV**

### **REIMBURSEMENT FOR COURSES**

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

An ad hoc Tuition Reimbursement Fund (TRF) Committee shall be established consisting of two (2) members selected by the Association and two (2) members selected by the Superintendent. The TRF Committee shall develop and promulgate the procedure and application for accessing the TRF.

In an effort to encourage and support the professional development of the educators of the Weymouth Public Schools, the Committee agrees to reimburse teachers for the costs associated with taking courses at accredited colleges or universities. The Committee will establish a Tuition Reimbursement Fund (TRF) which shall be subject to the following:

- A.** Members are eligible for reimbursement to a maximum of the costs associated with taking a three (3) credit hour graduate level course at Bridgewater State College. The rate of reimbursement in each contract year shall be the rate effective on September 1<sup>st</sup> of said contract year.

- B.** Each fiscal year, there will be \$80,000 for the summer semester, \$60,000 available for the fall semester and \$60,000 for the spring semester for an annual budget of \$200,000. Any monies not used in the summer semester will be rolled over to the fall semester and from the fall to the spring semester. Any monies not used in the spring semester will be used to reimburse members, if any, who applied for reimbursement earlier in the year and were denied for lack of funds.
- C.** Reimbursement shall be provided upon successful completion of the course as evidenced by a grade of *B* (or its equivalent) or better.
- D.** In the event the demand for course reimbursement exceeds the amount available in a semester, first priority shall be given to teachers who are applying for courses for a degree or certificate program. Next, reimbursement shall be provided on a first-come, first-served basis; however, teachers who are making application for their first course of the year shall be given preference over teachers who are applying for a second or third course.

## **ARTICLE XXVI**

### **TEACHER'S INDEMNIFICATION**

- A.** The Committee shall grant any teacher, 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 teacher shall become eligible therefore under the provisions of said law.

## **ARTICLE XXVII**

### **DURATION CLAUSE**

This Agreement shall become effective beginning September 1, 2015, and shall remain in effect through August 31, 2018. Either party to this Agreement may initiate negotiations for a successor Agreement to this Agreement to be effective beginning September 1, 2018, by tendering written notice to the other party on or after September 1, 2017.

**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 \_\_\_\_ day of \_\_\_\_\_, 2016.

School Committee of the Town of Weymouth

Weymouth Educators' Association

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

**APPENDIX A.1 – TEACHERS AND NURSES SALARY SCHEDULE**

**Effective September 1, 2015 - 1.5% Increase**

<b>STEP</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
1	\$44,899	\$47,966	\$48,997	\$50,794	\$52,211	\$53,617	\$55,227
2	\$46,694	\$49,512	\$50,795	\$52,589	\$54,383	\$56,178	\$57,863
3	\$48,736	\$51,819	\$52,845	\$55,156	\$56,957	\$58,757	\$60,519
4	\$51,307	\$53,874	\$55,156	\$57,767	\$59,410	\$61,053	\$62,886
5	\$53,358	\$57,205	\$58,237	\$60,294	\$62,214	\$64,130	\$66,056
6	\$55,920	\$59,263	\$60,294	\$63,111	\$64,650	\$66,190	\$68,176
7	\$58,237	\$61,822	\$63,111	\$65,160	\$67,083	\$69,006	\$71,076
8	\$60,294	\$64,181	\$65,160	\$67,989	\$69,531	\$71,070	\$73,202
9	\$63,111	\$66,959	\$68,497	\$70,555	\$72,478	\$74,399	\$76,631
10	\$65,671	\$70,555	\$71,567	\$74,399	\$75,936	\$77,478	\$79,800
11	\$69,267	\$74,656	\$75,681	\$77,986	\$79,782	\$81,578	\$84,026
12	\$72,794	\$79,466	\$81,002	\$83,063	\$84,858	\$86,655	\$89,255

Effective September 1, 2016 – 2% increase

<b>STEP</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
1	\$45,797	\$48,925	\$49,977	\$51,810	\$53,255	\$54,690	\$56,331
2	\$47,628	\$50,502	\$51,811	\$53,641	\$55,471	\$57,302	\$59,021
3	\$49,710	\$52,856	\$53,902	\$56,260	\$58,096	\$59,932	\$61,729
4	\$52,333	\$54,952	\$56,260	\$58,923	\$60,598	\$62,275	\$64,144
5	\$54,425	\$58,349	\$59,401	\$61,500	\$63,458	\$65,413	\$67,377
6	\$57,038	\$60,448	\$61,500	\$64,373	\$65,943	\$67,514	\$69,539
7	\$59,401	\$63,059	\$64,373	\$66,463	\$68,424	\$70,386	\$72,497
8	\$61,500	\$65,464	\$66,463	\$69,349	\$70,921	\$72,491	\$74,666
9	\$64,373	\$68,298	\$69,867	\$71,967	\$73,928	\$75,887	\$78,163
10	\$66,984	\$71,967	\$72,998	\$75,887	\$77,455	\$79,027	\$81,396
11	\$70,652	\$76,150	\$77,195	\$79,546	\$81,378	\$83,210	\$85,707
12	\$74,250	\$81,055	\$82,623	\$84,724	\$86,555	\$88,388	\$91,040

Effective September 1, 2017 – 2.5% increase

<b>STEP</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
1	\$46,942	\$50,148	\$51,226	\$53,105	\$54,586	\$56,057	\$57,740
2	\$48,819	\$51,765	\$53,106	\$54,982	\$56,858	\$58,734	\$60,496

3	\$50,953	\$54,177	\$55,250	\$57,666	\$59,548	\$61,431	\$63,273
4	\$53,642	\$56,326	\$57,666	\$60,396	\$62,113	\$63,831	\$65,747
5	\$55,786	\$59,808	\$60,886	\$63,037	\$65,045	\$67,048	\$69,061
6	\$58,464	\$61,959	\$63,037	\$65,982	\$67,591	\$69,202	\$71,278
7	\$60,886	\$64,635	\$65,982	\$68,124	\$70,135	\$72,146	\$74,310
8	\$63,037	\$67,101	\$68,124	\$71,083	\$72,694	\$74,303	\$76,532
9	\$65,982	\$70,006	\$71,614	\$73,766	\$75,776	\$77,785	\$80,117
10	\$68,659	\$73,766	\$74,823	\$77,785	\$79,391	\$81,003	\$83,431
11	\$72,419	\$78,053	\$79,125	\$81,535	\$83,412	\$85,290	\$87,849
12	\$76,106	\$83,081	\$84,688	\$86,842	\$88,719	\$90,598	\$93,316

Teachers engaged in work related to the Masters of Social Work who have earned that degree shall be paid on the appropriate step of the Masters + 30 Lane.

\*Effective September 1, 2003, a Master’s Degree is required for placement on this column. Any teacher who was placed on this salary column with a B+36 prior to this date will be grandfathered.

The Head Nurse shall be paid a differential of \$4,813 in addition to appropriate salary from Schedule A.1.

**APPENDIX A.1a - LONG TERM SUBSTITUTES**

<b>STEPS</b>	<b>BACHELORS</b>	<b>MASTERS</b>
1	\$41,271	\$43,310
2	\$42,922	\$44,960
3	\$44,799	\$46,847

**APPENDIX A II a - COMPENSATION FOR COACHES**

<b>POSITION</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>
1 Head Football	<b>11,364</b>	<b>11,591</b>	<b>11,881</b>
2 Faculty Manager	7,423	7,571	7,760
Head Basketball (Boys and Girls)	7,423	7,571	7,760
Head Hockey (Boys and Girls)	7,423	7,571	7,760
3 Assistant Football (4 positions)	5,626	5,739	5,882
Head Baseball	5,626	5,739	5,882
Head Field Hockey	5,626	5,739	5,882
Head Indoor Track (Boys and Girls)	5,626	5,739	5,882
Head Lacrosse (Boys and Girls)	5,626	5,739	5,882



Head Outdoor Track (Boys and Girls)	5,626	5,739	5,882
Head Soccer (Boys and Girls)	5,626	5,739	5,882
Head Softball	5,626	5,739	5,882
Head Wrestling (Boys and Girls)	5,626	5,739	5,882
4 Head Cross Country (Boys and Girls)	4,684	4,778	4,897
Head Gymnastics (Boys and Girls)	4,684	4,778	4,897
Head Volleyball (Boys and Girls)	4,684	4,778	4,897
5 Freshman Football	3,532	3,602	3,692
JV Basketball (Boys and Girls)	3,532	3,602	3,692
JV Hockey (Boys and Girls)	3,532	3,602	3,692
6 Assistant Outdoor Track (Boys and Girls)	3,126	3,188	3,268
Assistant Wrestling (Boys and Girls)	3,126	3,188	3,268
Head Cheerleading (Per Season)	3,126	3,188	3,268
Head Dance Team (Per Season)	3,126	3,188	3,268
Head Golf (Boys and Girls)	3,126	3,188	3,268
Head Swimming & Diving (Boys and Girls)	3,126	3,188	3,268
Head Tennis (Boys and Girls)	3,126	3,188	3,268
JV Baseball	3,126	3,188	3,268
JV Field Hockey	3,126	3,188	3,268
JV Lacrosse (Boys and Girls)	3,126	3,188	3,268
JV Soccer (Boys and Girls)	3,126	3,188	3,268
JV Softball	3,126	3,188	3,268
JV Volleyball (Boys and Girls)	3,125	3,188	3,267
7 Assistant Freshman Football	2,817	2,873	2,945
Assistant Gymnastics (Boys and Girls)	2,817	2,873	2,945
Assistant Indoor Track (Boys and Girls)	2,817	2,873	2,945
Freshman Baseball	2,817	2,873	2,945
Freshman Basketball (Boys and Girls)	2,817	2,873	2,945
Freshman Field Hockey	2,817	2,873	2,945
Freshman Hockey (Boys and Girls)	2,817	2,873	2,945
Freshman Lacrosse (Boys and Girls)	2,817	2,873	2,945
Freshman Soccer (Boys and Girls)	2,817	2,873	2,945
Freshman Softball	2,817	2,873	2,945
Freshman Volleyball (Boys and Girls)	2,817	2,873	2,945
8 Strength and Conditioning (Per Season)	2,460	2,510	2,572
9 Assistant Cross Country (Boys and Girls)	1,880	1,918	1,966
Assistant Tennis (Boys and Girls)	1,880	1,918	1,966
Summer Strength & Conditioning	1,880	1,918	1,966
Middle School Basketball (Boys and Girls)	1,880	1,918	1,966

(Summer S&C =  
9)

Middle School Cross Country (Boys and Girls)	1,880	1,918	1,966
Middle School Field Hockey	1,880	1,918	1,966
Middle School Gymnastics (Boys and Girls)	1,880	1,918	1,966
Middle School Strength & Conditioning	1,880	1,918	1,966
Middle School Tennis (Boys and Girls)	1,880	1,918	1,966
Middle School Strength & Conditioning	1,880	1,918	1,966
Middle School Volleyball (Boys and Girls)	1,880	1,918	1,966
Middle School Wrestling	1,880	1,918	1,966
10 Assistant Swimming (Boys and Girls)	1,556	1,587	1,627
JV Dance Team (Per Season)	1,556	1,587	1,627
JV Cheerleading (Per Season)	1,556	1,587	1,627
JV Golf	1,556	1,587	1,627
11 Equipment Manager (Per Season)	1,177	1,200	1,230
Laundry Person (Per Season)	1,177	1,200	1,230

**APPENDIX A II b - EXTRA CURRICULAR ACTIVITIES**

**TITLE**

**High School**

Band Director	3,264	3,330	3,413
School Musical	2,564	2,615	2,681
Theater Competition	1,399	1,427	1,463
DECA	2,468	2,517	2,580
Debate Team	2,468	2,517	2,580
Mathematics Team	2,468	2,517	2,580
Yearbook	4,199	4,283	4,390
Yearbook Art Advisor	3,034	3,094	3,172
Literary Magazine	2,337	2,384	2,443
Student Senate Leaders	2,337	2,384	2,443
National Honor Society	1,399	1,427	1,463
Newspaper	1,399	1,427	1,463
Senior Class Advisor	3,816	3,893	3,990
Junior Class Advisor	2,758	2,813	2,883
Sophomore Class Advisor	2,758	2,813	2,883
Freshman Class Advisor	2,758	2,813	2,883
Rotary Interact	1,059	1,080	1,107
Academic Decathlon	1,839	1,876	1,923
Computer Science Team	1,839	1,876	1,923
Robotics	1,863	1,900	1,948
Assembly Coordinator	1,275	1,300	1,333
Assistant Band Director	1,275	1,300	1,333
Color Guard Instructor	748	763	782
Skills USA (VICA)	1,732	1,766	1,810
FCCLA	1,142	1,165	1,194
SADD	1,059	1,080	1,107
Intramural Sports (per season)*	1,564	1,596	1,635
Special Interest Clubs (1 day per week)**	1,059	1,080	1,107
Special Interest Clubs (2 days per week)**	2,119	2,161	2,215
Special Interest Clubs (3 days per week)**	3,177	3,241	3,322

\* Intramural sports meet three (3) in each six (6) day cycle for the duration of the sport's season.

\*\*The stipend indicated for Special Interest Clubs is based upon a club meeting each week for the thirty-two weeks would receive a pro-rated stipend.

**Middle School**

Drama Assistant (per production)	1,059	1,080	1,107
Drama Director (per production)	1,399	1,427	1,463
Intramural Sports (per season)	1,564	1,596	1,636
Junior Honor Society	1,399	1,427	1,463
Chess Club**			
Chorus**	1,059	1,080	1,107
Diversity Club**			
Drama Club**			
French Club**			
Garden Club**			
Homework Club**			
Investigations in Science**			
Jazz and Stage Band**			
Math Counts Club**			
Math Lab**			
Newspaper**	1,059	1,080	1,107
Outdoor Adventure Club**			
Photography Club**			
Poetry Club**			
Robotics Club**			
Roots and Shoots Club**			
Science Club**			
Spanish Club**			
Student Council/ Government**			
Walking Club**			
Web Publishing Club**			
Wildcat Media Club**			
7th Grade Girls Club**			
8th Grade Girls Club**			
Special Interest Clubs (1 day per week)	1,059	1,080	1,107
Special Interest Clubs (2 days per week)	2,119	2,161	2,215
Special Interest Clubs (3 days per week)	3,177	3,240	3,321
Student Council	1,399	1,427	1,463
Yearbook	1,059	1,080	1,107

\* Intramural sports meet three (3) days in each six (6) day cycle for the duration of the sport's season.

\*\* The stipend indicated for Special Interest Clubs is based upon a club meeting each week for the specified number of days for the entire school year. Advisors for clubs that meet for fewer than thirty-two (32) weeks would receive a pro-rated stipend.

**APPENDIX A II c – STIPENDS**

**TITLE**

Assessments Coordinator	3,800	3,876	3,973
Capstone Advisor	820	1,100	1,128
Capstone Coordinator	1,640	1,673	1,715
Head Teachers	1,453	1,483	1,520
Lead Teachers	3,800	3,876	3,973
Mentor Teacher (Per 1st year teacher mentee)	386	500	513
Science Fair Coordinator	530	541	555
Technology Liaison	750	765	784

\*It is understood by the parties that this position may be held by individuals other than Bargaining Unit A members.

**APPENDIX A III - COMPENSATION FOR DRIVER EDUCATION**

Instructors in Driver Education will receive eighteen dollars and eighty-one (\$18.81) cents per hour for on-the-road instruction beyond the length of the school day effective September 1, 2010.

**APPENDIX B**



**Educator Evaluation System**

**Collective Bargaining Agreement**

**Between**

**The Weymouth School Committee**

**and**

**The Weymouth Teachers' Association**

**(Unit A)**

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September 2013

*Revised per recommendation of the JLM Educator Evaluation Committee, June 2014*

## Table of Contents

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System

(26) General Provisions





1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). 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 regulatory 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 (\* indicates definition is generally based on 603 CMR 35.02)**

- 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, school psychologists, adjustment counselors, and certain 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, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- 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. (See definition of Teacher)
- 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. **New Assignment**: An educator with PTS shall be considered in a new assignment when teaching under a different license.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 40 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year. The requirement of these activities shall not a) preclude and Educator's personal, family, or financial hardships, and b) must be agreed upon by both parties.
- H) **\*ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation**: The ongoing process of defining goals and identifying, gathering, and using evidence 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 and evaluation, who possesses and administrative license, director's license, or curriculum supervisory license, who has been trained as an Evaluator, and who is not a member of Unit A of the WEA. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. The Evaluator may be changed upon notification in writing or electronically to the Educator.

- i) The Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) The Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the Evaluator at the end of the Educator Plan.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing or electronically of his/her Evaluator and at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing or electronically to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting 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 teams, departments, or groups of Educators
  - 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 ACCESS gain scores.

- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, (See Section 11: Observation) by the Evaluator and may include examination of artifacts of practice including student work. An observation will be done openly and in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator within 5 school days in writing or electronically. 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 targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **\*Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) **\*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. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - 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.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **\*Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined

measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

**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 Joint Labor Management (JLM) team will diligently review the use of the rubric in determining summative ratings. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element

Z) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating based on multiple categories of evidence, 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.

AA) **\*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.

BB) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. (See definition of Educator)

CC) **\*Trends in student learning:** The number of years of data will be collaboratively determined as defined through further guidance from ESE. The district-

determined measures and state assessments will be used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator, to be determined through collaboration of parties:

- A) Multiple measures of student learning, growth, and achievement, which shall include :
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two collaboratively developed district-determined 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. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS gain scores, if applicable.
  - iii) 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.
  - iv) 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 collaboratively developed-by the district. The measures collaboratively developed by the district shall be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including :
  - i) Unannounced observations
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, 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), which may include team goals.
- iii) Evidence of progress toward student learning outcomes goal(s), which may include team goals.
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics attached to this document.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The training is to occur during the contractual work day. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE, and with input from the Association.
- B) By October 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one month of the date of hire, 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 with input from the Association.

6) **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, during the contractual work day. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided that an announcement is made.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by November 1st or within four weeks of the start of their employment at the school. During the first year of implementation this will occur by November 15<sup>th</sup> or within four weeks of hire.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (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:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators may consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide Educators with available assessment data and district and/or school goals.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (November 15<sup>th</sup> for the implementation year 2013-2014) (or within four weeks of the Educator's first day of employment if the Educator begins employment after October 1<sup>st</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.
- 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 shared grade level or subject area 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 shared grade level or subject area team goals.

8) **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; 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. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- 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 after ESE issues guidance on this matter. See #22, below. The parties agree to determine the Educator plan collaboratively.
- 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. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 15<sup>th</sup> (School year 13-14 will be December 6<sup>th</sup>) The Educator shall sign the Educator Plan within 6 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The

signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

<b>Educator Plan</b>	<b>Reference</b>	<b>Min. # of Unannounced Observations during a Plan</b>	<b>Min. # of Announced Observations during a Plan</b>
Self-Directed Plan (2 yr)	10A	1	-
Self-Directed Plan (1 yr)	10A	1	-
Directed Growth Plan	10B	2	-
Improvement Plan (1yr)	10C	4	1
Improvement Plan (less than 6 months)	10C	2	1

Developing Educator Plan (year 1)	9A	4	1
Developing Educator Plan (year 2 and 3)	9B	3	-

11) **Observations**

The Evaluator’s first observation of the Educator shall take place by December 15. Observations required by the Educator Plan shall be completed by May 15th. The Evaluator may conduct additional observations after this date.

The parties agree the Evaluator is not able to review all the indicators in the rubric during a single observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations one of which is at least 5 to 10 minutes (Instructional Rounds, Walkthroughs, and Learning Walks are non-evaluative collaborative observations protocols designed to assess overall school culture and practice).
- ii) The Educator will be provided with at least brief written or electronic feedback from the Evaluator within 3-5 school days of the observation. The feedback shall be delivered to the Educator in person (when able or upon request), by email, placed in the Educator’s mailbox or mailed to the Educator’s home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- iv) No other observations may take place until at least 2 days after the feedback has been provided or earlier if mutually agreed upon. The Educator and Evaluator are encouraged to have conversations on feedback.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) Within 10 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
  - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify specific support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- 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 make frequent unannounced visits to classrooms. 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.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-

cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings 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) No less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Evaluator and the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within 6 school days either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face (when able or upon request), electronically or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 6 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 6 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan, through collaboration with the Educator.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no less than two weeks before the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be collaboratively agreed upon by the Evaluator and the

Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face (when able or upon request), electronically or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within 6 school days either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 6 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 6 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15<sup>th</sup>.
- B) The Evaluator determines a rating on each standard and an overall rating based on 1) the Evaluator's professional judgment, 2) an examination of evidence against the Performance Standards and 3) evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the evaluator shall determine the overall summative rating that the Educator receives.
- D) 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 educator's rating. In cases where the superintendent serves as the evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) 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.



- F) 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 of Effective Teaching Practice.
  - G) No less than two weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
  - I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, electronically or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
  - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1<sup>st</sup>.
  - K) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10<sup>th</sup>.
  - L) 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.
  - M) The Educator shall sign the final Summative Evaluation report by June 15<sup>th</sup>. The signature does not indicate agreement or disagreement with its contents.
  - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
  - O) The Principal of each building shall review and sign each evaluation.
  - P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and/or leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
  - B) The Educator Plan shall include, but is not limited to:
    - 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 the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator may take towards attaining the goals to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, 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 may be paid for by the district, subject to availability of funds.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments (educator working in the first year under a different license.)
- B) The Educator shall be evaluated at least annually.

17) **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 after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation 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 after 2013-2014 whose impact on student learning is low. 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.

18) **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 May 15<sup>th</sup>.

- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **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 fewer than 40 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. The requirement of the activities shall not preclude an Educator's potential personal, family, or financial hardships, and must be agreed upon by the parties.
- 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. The Evaluator 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 and Educator will collaboratively 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) 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 Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- 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. 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.

20.) **Timelines**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>October 1</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1 November 15 SY13-14 only
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Educator submits self-assessment and proposed goals	November 1  November 15 SY 13-14 only
Evaluator approves Educator Plans	November 15  December 6 SY13-14 only
Evaluator should complete first observation of each Educator	December 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or two weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 6 school days of receipt	June 15

A) **Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>Two Weeks prior to end of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if requested by either Evaluator or Educator	<i>Two Weeks prior to end of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator meets with Educators whose overall Summative Evaluation rating are Needs Improvement or Unsatisfactory	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

**B) 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.

**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized by public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

For the purpose of the transition, the parties agree that all Educators in the district will be evaluated under the new procedures at the out set of this Agreement.

- A. All PTS Educators who were not on an Improvement Plan and were previously scheduled to have a summative evaluation during the 2013-2014 school year will be placed on a Self-Directed Plan (1 Year).
- B. All PTS Educators who were not on an Improvement Plan and were not previously scheduled to have a summative evaluation during the 2013-2014 school year will be placed on a Self-Directed Plan (2 Year).
- C. All PTS Educators on an Improvement plan from the previous evaluation system will be placed on a Directed Growth Plan (1Year)
- D. Educators without PTS will be placed on a Developing Educator Plan (1 year).

**26. General Provisions**

- A) Only Educators who are appropriately 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.
- C) The superintendent shall insure that Evaluators have 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) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Educator will be allowed to have an Association representative present.

- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures quarterly through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.