MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Weymouth School Committee (hereinafter the "Committee") and the Weymouth Educators' Association, Unit A (hereinafter the "Association").

WHEREAS, the Committee and the Association had entered into a collective bargaining agreement for the period September 1, 2018, through and including August 31, 2019; and

WHEREAS, the Joint Labor Management Subcommittee agreed to under Article XIV(K) of said collective bargaining agreement met and issued its recommendations for the Advisory Program on June 3, 2019; and

WHEREAS, the Committee implemented the Advisory Program ("Advisory") at Adams Middle School referenced in Article XIV(K) for the 2019-2020 school year without negotiations over the recommendations; and

WHEREAS, the Association grieved the implementation of the Advisory, and processed the grievance at all levels of the grievance procedure, including Level Four - Arbitration; and

WHEREAS, following arbitration hearings on October 27 and 29, 2020, on March 29, 2021, Arbitrator Altman ruled that "the Advisory Program cannot be implemented for the 2021-2022 school year until the parties "negotiate" over the recommendations of the JLMC"; and

WHEREAS, in compliance with the arbitrator's order above the parties met in May of 2020 to "negotiate" over the recommendations of the JLMC in regards to the implementation of the Advisory program for the 2021-2022 school year;

WHEREAS, the Committee and the Association are parties to a collective bargaining agreement effective from September 1, 2019 through August 31, 2022;

NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2019, through and including August 31, 2022, shall continue in

full force and effect except as modified by this **MEMORANDUM OF UNDERSTANDING**.

2. Advisory Groups

- a. Students shall be in groups of approximately 12 students each.
- b. All staff may be utilized building wide in the Advisory.
- c. The Advisory shall be non-academic with no grades, no assessments, and no observations for evaluative purposes during Advisory blocks.
- d. The employer will ensure that all relevant student information, as determined by the District, will be shared via Aspen to necessary parties.
- e. Advisory will be placed on the master schedule and show up as a non-academic class on student and teacher schedules. Advisory will also be clearly documented for all other staff.
- f. The goal will be to assign students to the same staff Advisor for the duration of their Middle School academic career.

3. Frequency

- a. For the first two (2) quarters of the 2021-2022 school year Advisory will be every other week during a static block (non-rotating). For the last two (2) quarters of the 2021-2022 school year Advisory will be every week during a static block (non-rotating). For the 2022-2023 school year Advisory will be every week during a static block (non-rotating) i.e. the same day each week.
- b. Advisory will begin in the 2021-2022 school year. This block can be placed anywhere in the schedule.

4. **Duration**

a. Advisory shall be in a twenty-five (25) minute block from September to June.

5. Content/Stipend Positions

a. Two stipend positions of Advisory Coordinator shall be created for the

following:

- Creating and coordinating Advisory curriculum and content with the Advisory curriculum and content provided for the first two quarters of the 2021-2022 school year in September 2021 and the 3rd and 4th quarters' Advisory curriculum and content provided no later than a week prior to the start of the 3rd quarter of the 2021-2022 school year with the goal of producing three (3) grade levels' worth prior to the 2022-2023 year.
- Coach staff throughout the year on Advisory.
- Assist in Advisory professional development.
- b. These positions shall each be compensated at the annual rate of one thousand one hundred and eighty-one dollars per year (\$1,181.00), the annual contractual rate for Middle School club advisors. This stipend may change pending negotiations for the Unit A successor agreement. The normal practice of posting stipendiary positions shall apply.

6. Professional Development

- a. Initial training shall be provided prior to the 2021-2022 school year during the ½ day professional development day in September.
- b. Prior to the 2021-2022 and 2022-2023 school years only, the Committee shall provide training for the Advisory during the half (1/2) day professional development in September. For the 2021-2022 and 2022-2023 school years only, three (3) Building Professional Development days offered throughout the school year will include opportunities for staff to learn about advisory strategies, advisory techniques, and review new lesson plans. This professional development content will be scaffolded to accommodate varying levels of need for staff. All staff shall have access to these professional development offerings. Thereafter, the Committee shall provide training for the Advisory during the ½ day professional development day in September, and the Coordinators will continue to be available to provide additional training as needed.

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 15 day of July, 2021.

School Committee of the Town of Weymouth

M

Weymouth Educators' Association

Chair

President