

MEMORANDUM OF AGREEMENT

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

WHEREAS, the Committee and the Association had entered into a collective bargaining agreement for the period September 1, 2017, through and including August 31, 2020; and

WHEREAS, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement for the period September 1, 2020, through and including August 31, 2023;

NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2017, through and including August 31, 2020, shall continue in full force and effect for the period September 1, 2020, through and including August 31, 2023, except as modified by this **MEMORANDUM OF AGREEMENT**.

2. **Article XXVII (Duration), amend Article as follows:**

Extend the contract three (3) years (2020-2023) by adjusting all relevant dates appropriately.

3. **All Articles and Appendices, amend as follows:**

Change all references to "Paraprofessionals" to "Education Support Professionals"

4. **All Articles and Appendices, amend as follows:**

Change all gendered references to gender-neutral references

5. **Article I (Recognition Clause), Amend as follows:**

"The Committee recognizes the Association as the exclusive bargaining agent for those employees in classifications set for the MCR-2427. Also included are the Library Assistants, Certified Nursing Assistants (CNA), ~~and~~ Applied Behavior Analysis (ABA) Assistants, including Registered Behavioral Technicians (RBT). Those employees shall hereafter be known as "Education Support Professionals Paraprofessionals."

6. **Article III (Grievance Procedure), Section B, amend as follows:**

“Since it is important that grievances be processed as rapidly as possible, the number of days 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. For all levels below, during July and August work days shall mean business days.”

7. Article IV (Work Day and Work Year), amend as follows:

“1. The work year for members of the bargaining unit shall commence no earlier than September 1 and terminate no later than June 30. The number of mandatory paid work days in the work year shall be one hundred-and-eighty-two (182) eighty-four (184) days which shall include the day before school starts for students as a mandatory work day.

2. Members of the bargaining unit covered by this Agreement who have not attained good cause status pursuant to Article XVII, Probationary Periods, will be notified in writing by June 1, each year, if they are to be rehired and to the number of anticipated hours required for their position for the following school year based upon their assignments as set forth below. Bargaining unit members who have attained good cause status will be notified in writing by June 1 of each year the number of anticipated hours for their position for the following school year based upon their assignments as set forth below.

Full-time hours shall be:

High School Education Support Professionals ~~Paraprofessionals~~ will work
7 hours per day

Middle School Education Support Professionals ~~Paraprofessionals~~ will
work 6.5 hours per day

~~Primary School Paraprofessionals will work 6 hours per day~~

——— ~~Effective August 31, 2018:~~

Pre-School and Primary Primary School Education Support Professionals
~~Paraprofessionals will work 6.25 hours per day, unless the specific~~
~~position does not require 6.25 hours, as determined by the District. No~~
~~full-time Primary School Paraprofessional will work less than 6 hours per~~
~~day.~~

3. Members shall be paid for all hours worked, whether less or more than the normal work hours as specified in section 2 (above). Subject to the approval of the building principal, members may be asked to perform other work that falls outside of the normal work hours, ~~paraprofessional~~ ESP training or other unique circumstances, this

work shall be optional, and shall be compensated at the member's current regular hourly rate of pay. During shortened school days, members who wish to leave before the end of the regular work day must request in writing to the building principal if they wish to leave early and indicate if that time is to be unpaid or paid through the use of personal time.

4. Each member who works at least four (4) hours in any day shall be entitled to a fifteen (15) minute duty free paid break. Each member who works at least six (6) or more hours in any day shall be entitled to a twenty-five (25) minute duty-free paid break within the six (6) or more hours.

5. A half day on the Wednesday before Thanksgiving.”

8. Article VI (Vacancies and Transfers), Amend Article as follows:

“For purposes of the Agreement, a vacancy shall be defined as any position which becomes vacant as a result of death, retirement, resignation, termination or is newly created.

Notification of all vacancies shall be both sent to the Association and be posted on the designated school district website for a minimum of five (5) consecutive business days prior to the position being filled. Duties, hours, and location of the position will be set forth.

Unit D member(s) may request a voluntary transfer to any vacant position. The request will be in writing and submitted to the Superintendent of Schools prior to April 15.

Involuntary transfers from one building to another will be determined by the building principal and the Superintendent. The best interests of the student and school system will be used to determine which member is to be transferred. The best interests of the Unit D member, qualifications, education, and length of service shall be considered.”

9. Article VII (Leaves of Absence), Amend Sections 1-4 as follows:

“1. Five days leave will be granted without loss of pay because of death in the immediate family. Immediate family will include: ~~mother, father, foster parent, brother, sister, stepbrother, stepsister, husband, wife, child, foster child, father-in-law, mother-in-law, domestic partner, or grandchild~~ Mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, husband, wife, domestic partner, child, foster child, mother-in-law, father-in-law, or grandchild. The parties agree that in the event that the School Committee amends its policy regarding bereavement leave, including the definition of “immediate family” this Agreement will be reopened for the limited purpose of negotiating about such change in policy.

2. Three days leave will be granted without loss of pay because of the death of an employee's own grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

3. One day leave of absence will be granted without loss of pay for the funeral of the employee's grandparents, own uncle, own aunt, niece or nephew.

4. Two day's leave of absence will be granted by the Principal without loss of pay upon certification of the Paraprofessional ESP requesting such leave that personal business, which cannot reasonably be conducted when school is not in session, necessitates absence. This certification will be countersigned by the immediate superior and forwarded to the Superintendent's office. ~~The first p~~Personal leave days will be granted without any requirement on the part of the paraprofessional ESP to give a reason for taking said days. ~~The Paraprofessional must submit, in writing, the reason for the second personal day.~~ However, the Superintendent may grant additional days of personal leave upon specific request. These days cannot be carried over to the next school year.

Requests should not be made for absences on days preceding or following school vacations. All paraprofessionals ESPs should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of 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."

10. Article VII (Leaves of Absence), Amend Sections 7 and 8 as follows:

7. ~~Parental~~Maternity (Child Bearing) Leave consistent with the Massachusetts ~~Parental~~Maternity Leave Act (MMLA) M.G.L. c 149§ 105D and, if an employee qualifies, the Family Medical Leave Act (FMLA) 29 USC c 28.

8. Child Rearing Leave: ~~Education Support Professionals~~Paraprofessionals with at least three (3) years of service may, with at least ninety (90) days written notice to the Superintendent of Schools, take up to three-hundred and sixty-eight (368) work days~~one (1) year~~ leave of absence without pay for child rearing. ~~The paraprofessional may return only in September of the following school year and must inform the Superintendent of Schools of his/her intention to return in September, in writing, no later than May 1st of the year in which the leave is taken. Notice of intent to return from said leave must be given by April 1 of the year in which the ESP intends to return and said return shall be at the beginning of the school year. Failure to provide written notice of intent to return by May 1st April 1st will constitute a resignation by the paraprofessional ESP. The ESP shall be restored as soon as practical to the position held when the leave began or to a substantially equivalent position.~~

Employees covered by this Agreement may use up to 10 accumulated sick leave days for the purposes of adopting a child.

11. Article VII (Leaves of Absence), Amend Section 9 as follows:

1. Sick Leave Bank:

I. Purpose:

The Weymouth Unit D Sick Leave Bank will ~~require~~ enable all members of the unit ~~who voluntarily~~ to 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.

II. General Provisions:

1. The Sick Leave Bank will be used only when the unit employee is prevented from working because of sickness or injury and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
2. No eligible employee shall be entitled to receive any more than three (3) times the number of sick leave days allotted to her/him on the first day of the work year for use for a long-term illness for which days from the Sick Bank are requested.
3. A ~~medical provider's~~ doctor's certificate shall be required for benefits under the Sick Leave Bank. Any reapplication or extension of benefits from the Sick Leave Bank will require updated medical certification from a medical provider ~~physician~~. For the purposes of this Article and all other articles in this collective bargaining agreement referencing the term "medical provider," such term will be defined as: Licensed or certified medical doctors, physician's assistants, nurse practitioners, or licensed mental health professionals.
4. The Sick Leave Bank will cover prolonged illness, but only after the member applicant's accumulated sick days are exhausted.
5. ~~The plan will end on the last day of the employee's work year in which the prolonged illness began.~~
6. 5. All participants in the Sick Leave bank shall be eligible for sick leave bank days ~~Consideration will be given~~ for a relapse of the same illness or for a second prolonged illness ~~in the same work year~~. The ~~eligible member~~ applicant may be eligible for up to three (3) times the sick days allotted to her/him on the first day of school for such reconsideration of the same illness or a second prolonged illness ~~within the same contract year~~.

III. Membership:

1. All employees will be members of the Sick Leave Bank. Membership is continuous. No member shall be allowed to opt out of the Sick Leave Bank.
2. All members will contribute one day annually. Employees hired after the beginning of the work year shall have a day deducted at that time. No additional days will be contributed by members until the number of days available in the Sick Leave Bank falls below one hundred and fifty (150) days; at such time, another day will be deducted from all members. No more than two (2) days shall be contributed by members of the Sick Leave Bank in any one work year. A member with no sick day to contribute may borrow a day from their next annual allotment.
3. All days held in the Sick Leave Bank shall be carried over from one year to the next. At no time will the total number of days in the Sick Leave Bank exceed 1,500
4. Any balance of days granted by the joint WEA/WPS Sick Bank Committee that are not used by a recipient of the Sick Leave Bank shall be returned to the Sick Leave Bank
5. 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.

IV. Administration:

The Sick Leave Bank will be jointly administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee. The Superintendent or their designee will be the non-voting secretary. All requests for use of the sick Bank days shall be directed to this committee which is to be named the Sick 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 Bank are not subject to grievance or arbitration procedures, nor will the final decisions of the Sick Bank Committee be subject to grievance or arbitration procedures. ~~Only those employees who voluntarily join the Sick Bank and contribute to the Bank shall be eligible for its benefits.~~

12. Article VII (Leaves of Absence), Amend Article by adding Sections 10 and 11 as follows:

“10. The President may approve bargaining unit members to access some or all of the eight (8) days available to the Association under Article X, Temporary Leaves of Absence, Section A.8., of the Unit A Collective Bargaining Agreement. In the event that a bargaining unit member is granted days pursuant to this provision, the Association shall reimburse the Committee for each such day at the substitute educator rate of pay in the event that a substitute Education Support Professional is

employed.

11. The Committee agrees that one (1) Education Support Professional 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. The Committee is under no obligation to provide Members with pay, or to reimburse Members' pay, while they are serving in an Association's national or state elective constitutional office. Upon return from such leave, an Education Support Professional will be considered as if they were actually employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent."

13. Article VIII (Sick Leave), Amend Article as follows:

~~"Members shall be entitled to sick leave days during the work year according to the following:~~

<u>Work Years</u>	<u>Sick Days</u>
1-2 years	8
3-5 years	12
6+ years	15

~~Unused sick leave may be accumulated to a maximum of one hundred fifteen (115) days. Employees who have reached the maximum number of accumulated sick days will be granted fifteen (15) non-accumulative sick days for use during the school year.~~

~~Employees are permitted to use up to five (5) days each year from their accumulated sick leave for the purpose of caring for an ill member of the employee's immediate family. Immediate family for family illness days will include domestic partner.~~

~~Education Support ProfessionalsParaprofessionals whose work assignment requires that they work less than full time or less than a full week shall have their sick leave days prorated accordingly. For example, a paraprofessional who works four full days per week shall receive 4/5* the number of full sick days as detailed in the table above. A paraprofessional who works five 1/2 days per week shall receive 8, 12, or 15 half sick days as detailed in the table above based on the number of hours worked per day.~~

~~After three (3) consecutive sick days, employees may be required to submit a doctor's note to substantiate the illness. The decision to require a doctor's note will not be subject to the grievance procedure set forth in this Agreement.~~

~~Education Support ProfessionalsParaprofessionals who use a sick day or a family illness day the day before or after a holiday/vacation week must provide a doctor's note to be paid for said sick day.~~

Each employee covered by this Agreement will receive a report of the amount of sick time available on his/her pay stub.

~~Upon death while actively employed by the Weymouth Public Schools or upon resignation for the purpose of retirement from the Weymouth Public Schools a member is entitled to fifteen dollars (\$15) per accumulated sick day up to a maximum of \$1,500. This provision applies only to members employed by the Weymouth Public Schools for a minimum of twenty (20) years.~~

Section 1: Sick Leave Accumulation: All full-time Education Support Professionals 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 Education Support Professional of the District. The yearly allotment of sick leave for Education Support Professionals working part-time will be prorated. Days are credited on the first full Education Support Professional workday of each school year. Any Education Support Professional may accumulate full paid sick leave from year to year, up to a maximum of one hundred and eighty-four (184) days. Education Support Professionals will be notified of the extent of their accumulated sick leave no later than November 1st of the current school year.

Section 2. An Education Support Professional may utilize sick leave for absences due to their own personal illness, injury or disability. An Education Support Professional may utilize up to five (5) days sick leave per work year for absences due to an immediate family members' illness (See Article VII, Section 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 provider 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. Incentive. If an Education Support Professional has no sick absences in a given school year, the Education Support Professional 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.

Section 5. 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."

14. Article IX (Evaluation), Amend Section 7 as follows:

“No Paraprofessional ESP with good cause status will be disciplined or discharged during the work year without just cause.”

15. Article X (General), Amend Section 6 (Health and Safety) as follows:

The School Committee and the Association are committed to maintaining a safe and healthful workplace. Employees who identify concerns related to workplace health and safety should bring them to the attention of the building Principal. The Committee, with the assistance of the Association, shall implement a Health and Safety Committee composed equally of administrators designated by the Superintendent and educators designated by the Association President. This Committee shall be combined with the Unit A Health and Safety Committee. This body shall issue reports and make appropriate recommendations annually to both parties.

~~The parties agree that in the event that the School Committee and the WEA, Unit A negotiate language concerning a safe, healthy and respectful workplace, this Agreement will be reopened for the limited purpose of negotiating a comparable provision to apply to members covered by this WEA Unit D collective bargaining agreement.~~

16. Article X (General) amend Section 7 as follows:

~~Effective with the 2017-18 work year, ABA members currently employed by the Weymouth Public Schools during the 2016-17 work year will receive benefits based upon provisions contained in this collective bargaining agreement. Said ABA employees maintain all prior accumulated sick leave up to 115 days. They also maintain their prior step on the ABA Wage Schedule, their prior years of service toward annual allotment of sick leave, paraprofessional longevity, sick leave buy-back, and placement on the WEA Paraprofessional Seniority list. ABAs newly hired for the 2017-18 school year and after will follow the paraprofessional benefits outlined in the CBA.~~

17. Article X (General), Amend by adding New Section as follows:

“In accordance with and in relation to the passage of Ch. 73 of the Acts of 2019:

During its annual New Educators Orientation prior to the start of each student school year, the Committee shall hold an orientation of three-and-a-half (3.5) hours for all new Unit D hires. This orientation shall be paid at the hourly rate and shall be in addition to the one-hundred-and-eighty-four (184) day work year.

During this orientation, the Association shall be granted an uninterrupted block of at least thirty (30) minutes that will be separate from a scheduled lunch break. The Association will be provided with an agenda prior to the orientation day.

For any Unit D new hires during the school year, the employer will comply with the Act by notifying the Association of the acceptance of an offer of employment with the Weymouth Public Schools within ten (10) calendar days of said acceptance. Within ten (10) calendar days of hire, the employer shall collaborate with the Association to set up a meeting between the new hire and an Association representative of no less than thirty (30) minutes with said new hire during the contractual work day without requiring use of leave or loss of pay.”

18. Article X (General), Amend by adding new section as follows:

“The parties agree to form a Joint Labor Management Committee entitled “Unit D Job Description Committee.” The purpose of this JLM Committee shall be to assist in formulating new or revised job descriptions for all Unit D positions. This Committee shall consist of four (4) members: Two (2) appointed by the Association, and two (2) appointed by the School Committee. This Committee shall meet at least three times between October 1, 2020 and March 15, 2021.

Working drafts of the proposed job descriptions will be kept in a shared Weymouth Public Schools Google Drive folder titled “Unit D Job Description Committee” that the Superintendent (and/or their designee) and the Association President (and/or their designee) will have access to throughout the JLM Committee’s period of activity. Upon a majority vote of approval within this JLM Committee, this JLM Committee shall submit non-binding recommendations for Unit D job descriptions no later than April 1, 2021 in the form of a document titled “Final Draft of Suggested Unit D Job Descriptions” that will be stored in the aforementioned shared Google Drive folder.

On April 2, 2021, the Superintendent (and/or their designee) and the Association President (and/or their designee) will access the final recommendations for Unit D job descriptions from the shared Google Drive folder and distribute the document(s) to their respective parties. From April 3, 2021-April 30, 2021, members covered under this contract may review the “Final Draft of Suggested Unit D Job Descriptions” document and submit comments and suggestions to the Superintendent and WPS Director of Human Resources via email.

From May 2, 2021-May 24, 2021, the Superintendent and WPS Director of Human Resources shall take the comments and suggestions from the Association under advisement and will create a final draft of the Unit D job descriptions to present to the School Committee for a vote on or around May 27, 2021. The School Committee shall decide on a final version of said job descriptions no later than July 1, 2021.”

19. Article X (General), Amend Article by adding New Section as follows:

A. Effective September 1, 2020, the employer shall have a computer device (laptops, desktops, Chromebooks, etc.) available for all ESPs during professional development. Effective September 1, 2022, the employer shall issue a computer device (laptops, Chromebooks, etc.) to all ESPs providing educational services to students.

B. For the safety and well-being of staff and students:

1. The employer shall issue fobs to all ESPs.
2. The employer will also provide walkie talkies to the central office at each school. These walkie talkies may be signed out by ESP staff. Early Childhood and Primary Schools will have two (2) walkie talkies in each office; Middle Schools will have 4 in each office; and the High School will have four (4) walkie talkies on each side of the building (eight (8)) total. Allocation of additional walkie talkies to the buildings shall be done in consultation between the Director of Special Education and Building Principals. Building Principals will be responsible for the immediate delegation of additional walkie talkies to Unit D members on an as-needed basis."

20. Article XI (Wages), Amend ESP Wage Scale as follows:

A. Amend amounts in effect on August 31, 2020 as follows:

1. Turn the "15 Years+" step into Step 9

*Bargaining unit members who are in the "15 years +" step as of June 25, 2020, will receive a one-time payment of five hundred dollars (\$500.00)

B. Amend amounts in effect on August 31, 2021 as follows:

1. Delete Steps 1 and 2.
2. Renumber remaining steps accordingly.
3. Set the wages to their 2020-2021 rates, plus \$0.75.
4. Create a new Step 8 at 3% more than Step 7.

C. Amend amounts in effect on August 31, 2022 as follows:

1. Delete Steps 1 and 2.
2. Renumber remaining steps accordingly.
3. Set the wages to their 2021-2022 rates, plus \$0.70.
4. Create a new Step 7 at 3% more than Step 6.
5. Create a new Step 8 at 3% more than Step 7.

ESP Wage Scale					
	20-21		21-22		22-23
Step	No Change	Step	Plus \$0.75	Step	Plus \$0.70

1	\$13.58	1			
2	\$13.96	2			
3	\$14.34	1	\$15.09	1	
4	\$14.74	2	\$15.49	2	
5	\$15.62	3	\$16.37	1	\$17.07
6	\$16.00	4	\$16.75	2	\$17.45
7	\$16.35	5	\$17.10	3	\$17.80
8	\$16.70	6	\$17.45	4	\$18.15
9	\$17.10	7	\$17.85	5	\$18.55
		8	\$18.39	6	\$19.09
				7	\$19.66
				8	\$20.25

21. Article XI (Wages), Amend ABA Wage Scale as follows:

A. Amend amounts in effect on August 31, 2021 as follows:

1. Delete Steps 1 and 2.
2. Renumber remaining steps accordingly.
3. Set the wages to their 2020-2021 rates, plus 3%, plus a salary adjustment of \$0.50.

B. Amend amounts in effect on August 31, 2022 as follows:

1. Delete Steps 1-4.
2. Renumber remaining steps accordingly.
3. Set the wages to their 2021-2022 rates, plus 3%, plus a salary adjustment of \$1.00.
4. Create a new Step 5 at 3% more than Step 4.
5. Create a new Step 6 at 3% more than Step 5

ABA Wage Scale					
	20-21		21-22		22-23
Step	No Change	Step	Plus 3%	Step	Plus 3%
1	\$20.57	1			
2	\$21.05	2			
3	\$21.53	1	\$22.68	1	
4	\$22.03	2	\$23.19	2	
5	\$22.53	3	\$23.71	3	
6	\$23.05	4	\$24.24	4	
7	\$23.58	5	\$24.79	1	\$26.53

8	\$24.13	6	\$25.35	2	\$27.11
9	\$24.67	7	\$25.91	3	\$27.69
10	\$25.24	8	\$26.50	4	\$28.29
				5	\$29.14
				6	\$30.02

22. Article XII (Reduction in Force), amend as follows:

~~“Employees who are not notified by June 15th that they are not rehired for the next school year shall have the expectation of continued employment for said school year.~~

The School Committee shall determine the number of Unit D employees for each school year.

In the event of a reduction in force, employees ~~who are working or with an expectation of continued employment~~ who have good cause status in the school year in which the layoff is to be effective, who are impacted by a reduction, shall receive notice of the layoff not less than thirty (30) days prior to the effective date of said layoff.

The determination of Unit D employees to be laid off shall be based upon the following:

1. Seniority which shall mean the length of continuous employment in the Weymouth School System in the bargaining unit from the initial date of hire. (In the event of a tie, lots shall be drawn to establish the placement of the list.);
2. When a reduction takes place, layoff will be in reverse order of hiring per the seniority list, and;
3. In the event that an employee chooses to bump a less senior employee, the Administration shall have the right to refuse the employee's first choice of position. Said refusal shall be in the best interests of the school system.

RECALL

There shall be a recall period of twenty-four (24) months from the date of the layoff. Upon return during said recall period, all rights and benefits that had accrued prior to the layoff shall be restored to the employee. Recall shall be done in the reverse order of the layoff. The employer will notify an employee of a recall opportunity by e-mail, copied to the WEA president. The employee shall have ten (10) business days to respond to the employer. If the employee fails to respond within ten (10) business

days, the employee will be deemed to have refused the recall opportunity and will be removed from the recall list.

It is the employees' responsibility to update the employer with their personal email address during this recall period.

The employee shall have the right to refuse a job offering during that twenty-four-month recall period; provided, the job offering is substantially dissimilar to the position from which the employee was laid off. If the employee accepts a job offering to a substantially dissimilar position, the employee shall not lose his/her recall rights for the remainder of the recall period; however, if a similar position becomes available during the school year, said employee shall remain in the position he/she accepted for that school year and will be eligible for the similar position for the next school year.

If an employee refuses a job offering to a substantially similar position, he/she shall be removed from the recall list."

23. Article XIII (Seniority), Amend Section C as follows:

"The seniority List shall be prepared by the Committee by ~~December 1~~ November 1 of each year (~~in the first year of this Agreement the date shall be January 1, 1996~~). The Association shall promulgate the Seniority List to each Education Support Professional within thirty (30) calendar days after receipt of said list from the Committee."

24. Article XIII (Seniority), Amend Section D as follows:

"Any Education Support Professional who wishes to challenge their position on the Seniority List shall submit the challenge in writing setting forth the basis of their challenge to the President of the Association but, in any event, no later than January 1 (in the first year of this Agreement the date shall be February 1). Thereafter, any challenges remaining unresolved shall be forwarded to the Committee on or before January 15 (in the first year of this Agreement the date shall be February 15). Notwithstanding the provisions of Article III 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. The Panel shall render its decision prior to March 1 (in the first year of the Agreement the date shall be April)."

25. Article XIII (Seniority), Amend Section G as follows:

"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 ~~he the~~ the January 1 list, then the promulgated list shall be the final list."

26. Article XVI (Professional Development), Amend Article as follows:

~~“An employee shall have the right to be reimbursed for the cost of any course, seminar, workshop or other forms of professional development. For professional development not required by the district, prior approval of the Superintendent is required and the decision of the Superintendent is not subject to the grievance and arbitration process.”~~

a. The Committee agrees to reimburse members of this bargaining unit for the cost of all professional development required by the Committee.

b. For professional development not required by the district, Unit D members shall have the right to be reimbursed for the cost of seminars, workshops or other forms of professional development that are directly connected to their job responsibilities, duties, and/or skill sets. Prior approval of the Superintendent is required and the decision of the Superintendent is not subject to the grievance and arbitration process.

c. Each Unit D member is eligible to receive reimbursement up to the cost of three credits of post-secondary coursework at Bridgewater State University per fiscal year. Reimbursement is available following successful completion of coursework as evidenced by a grade of B (or its equivalent, e.g. “pass” or “credit”) or better. Coursework must be directly connected to the member’s job responsibilities, duties, and/or skillsets. Each fiscal year, there will be \$5,000 available for the summer semester, \$5,000 available for the fall semester, and \$5,000 available for the spring semester, for an annual budget of \$15,000. 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. Prior approval of the Superintendent is required and the decision of the Superintendent is not subject to the grievance and arbitration process. The President may request of the Assistant Superintendent of Finance on a quarterly basis an accounting of where the tuition money has been spent and the remaining balance of the account. If there should be a discrepancy with this report on which there is not an immediately agreed upon resolution, this discrepancy and this discrepancy only may be subject to the grievance procedure. In the event the demand for course reimbursement exceeds the amount available in a semester, first priority shall be given to ESPs who are applying for courses for a degree or certificate program, most notably in the area of Special Education. Next, reimbursement shall be provided on a first-come, first-served basis; however, ESPs who are making application for their first course of the year shall be given preference over ESPs who are applying for a second or third course.”

27. Article XVII (Probationary Periods), amend as follows:

“Every employee, whose services are engaged by the School District, whether on a full or part-time basis, will be considered a probationary employee for the first ninety (90) work days of employment. The School District may dismiss an employee without cause during the probationary period.

Employees who have completed three (3) consecutive years of employment as an ESP will attain good cause status and may only be dismissed at the conclusion of a school year for good cause which will be defined as any grounds put forward which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event that an employee with good cause status is terminated for good cause, they will be notified in writing and may meet with the Superintendent to review this decision.”

28. Appendix A:

Upon a successful vote of the School Committee on the proposed Unit D job descriptions that are the subject of Article X, Section 10, the WEA Unit D and the Weymouth School Committee agree to negotiate revisions to Attachment A (ESP Evaluation).

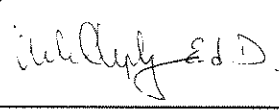
29. **Housekeeping:** The parties agree to make all corrections and updates, including but not limited to the incorporation of Memoranda of Agreement entered into prior to the date of ratification of this Agreement, prior to the printing of the final Collective Bargaining Agreement for the period September 1, 2020 through August 31, 2023.

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 20 day of August 2020.

School Committee of the Town of Weymouth


Chair

Weymouth Educators' Association


President



WEYMOUTH PUBLIC SCHOOLS

PARAPROFESSIONAL ESP EVALUATION

- ☐ Formative
- ☐ Summative

Paraprofessional ESP Click here to enter text.

School Click here to enter text.

FTE: ☐ 1.0 ☐ 0.5 ☐ Other: Click here to enter text.

Hours Per Day: Click here to enter text.

☐ Clerical ☐ General ☐ Health ☐ Library ☐ Pre-K/Kindergarten ☐ Security

☐ Special Ed (indicate program and/or individual student name/grade)

Program Click here to enter text. **Student Name / Grade** Click here to enter text.

Rating Key: Exemplary Performance consistently and effectively meets and frequently exceeds job requirements.

Proficient Performance consistently and effectively meets job requirements.

Needs Improvement Performance where improvements are needed to meet some significant job requirements.

Unsatisfactory Performance does not meet job requirements.

Preparedness to Work

- a. Comes to position with energy, is motivated, organized, and focused on work
- b. Maintains a professional appearance and demeanor

E	P	NI	U	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

Library, Pre-K/Kindergarten, SPED Inclusion/ SPED 1:1

- a. Displays understanding of expectations and demonstrates competency in skills related to position
- b. Facilitates instruction for students and appropriately utilizes instructional materials, resources, and equipment; implements procedures, strategies and protocols, including new initiatives
- c. Encourages student's effort and participation
- d. Displays resourcefulness in helping to provide a positive and enriching experience for students
- e. Encourages self-sufficiency by reinforcing students with the necessary skills and work habits to become independent learners
- f. Works as a member of a "Team" to provide services as delineated in the IEP of student(s) with identified needs to access the curriculum and to participate in school programs
- g. Implements strategies planned by teachers, which address readiness, interest, learning profile of student(s) as well as any behavior management programs

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

Clerical, General, Health, Security

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Displays understanding of expectations and demonstrates competency in skills related to position including: preparing/ distributing internal/external correspondence, answering and routing telephone calls, operating office equipment, maintaining office files and records | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Understands and competently implements procedures, strategies, and protocols including new initiatives | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

Communication and Collaboration

- | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Interacts with students, staff, and community members in a professional manner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

~~Communication and Collaboration (continued)~~

- | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | E | P | NI | U | NA |
| b. Communicates and works well with supervisory personnel; accepts and acts upon constructive suggestions, responds and follows through on assignments and requests | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Communicates effectively and maintains cooperative and collaborative relationships with administration and other staff | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Demonstrates confidentiality and professional communication | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Demonstrates flexibility in working with staff and students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

Performance

- | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Fulfills responsibilities, acts, and takes initiative to ensure the overall high quality of services provided, especially with students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Performs assigned tasks with a level of consistency and reliability that meets and exceeds expectations and supports the goals of high quality service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Engages in an open, honest dialog with administration and supervisor, which results in a process that includes reflection and enhanced performance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Attendance and punctuality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

Professionalism and Development

- | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Seeks ways to improve skills through ongoing professional development and collaboration | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Demonstrates initiative and resourcefulness | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Participates in training and applies new knowledge and skills | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Displays evidence of professional growth and development as provided and required for position | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

~~Recommend rehiring~~ Yes ☐ No ☐

☐ ~~Student graduating to grade K, 5, 7, or 9~~ ☐ ~~Para transferring with student~~

Comments: Click here to enter text.

Click here to enter a date.

Principal/Administrator

Date

I have received a copy of the above evaluation, and I request/ do not request ~~and have had~~ an opportunity to discuss it with my immediate superior.

Paraprofessional ESP

Date

I have requested and had an opportunity to discuss the above evaluation with my immediate supervisor.

Paraprofessional ESP

Date

Paraprofessional ESP Response: _____