

## 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 C (hereinafter the "Association").

WHEREAS, the Committee voluntarily recognized the Association as the exclusive bargaining representative of all BCBAs employed by the Weymouth Public Schools;

WHEREAS, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of an 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:

### 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 Board Certified Behavior Analysts (BCBAs) of the Committee:

All Weymouth Public Schools BCBAs hired into the Board Certified Behavior Analyst position.

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

1. Level One - A BCBA covered by this Agreement who has a grievance shall discuss it with their 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 BCBA has knowledge of such incident.
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 their 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 their designee, by the grievant and/or the Association, the Superintendent, or their designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent, or their 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 their designee, or if no written decision has been rendered within ten (10) school days next following said conference, the aggrieved BCBA 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 their 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 their 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

BCBA HOURS AND WORK YEAR

- A. The workday for BCBA's shall not exceed 7 hours.
- B. The work year for BCBA's (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 BCBA's exclusively to prepare 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 BCBA and the building administrator, be designed and developed by the individual BCBA. 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. BCBA's may access online professional development on these days.

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. A half day on the Wednesday before Thanksgiving.
- C.
    1. All BCBA's will have a duty-free lunch period of at least twenty-five (25) consecutive minutes.
    2. BCBA's shall have, in addition to their duty-free lunch periods, an average of sixty (60) minutes per day to work on reports, data analysis, and other related duties during which they will not be assigned to any other duties as follows.
  - D. 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 BCBA.

## ARTICLE VI

### EMPLOYMENT

- A.
  1. The initial salaries of experienced BCBA's 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. BCBA's with previous bargaining unit 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 BCBA's, shall be a master's degree and national board certification. 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.
  2. Upon appointment to the Weymouth Public Schools, a BCBA will be given a formal letter of appointment.

The BCBA 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 their professional qualifications and/or DESE regulations.

Each BCBA will be given a copy of their schedule (i.e. buildings, District wide) upon leaving school in June and will be advised of any changes in their assignment 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 an assignment is changed, the involved BCBA shall be provided the opportunity to discuss their changed 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.

## 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 BCBAs 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. So long as it remains unconstitutional, all provisions in this Article related to Agency Service Fee shall be null and void. The Committee agrees to deduct from the salaries of its BCBAs, dues for the Weymouth Educators' Association, the Norfolk County Teachers' Association, the Massachusetts Teachers' Association and the National Education Association and to transmit the monies promptly to the Association. There shall be twenty-one (21) substantially equal payments commencing in September. Thirty (30) days prior to the first deduction, the Association will provide the Committee with a list of those BCBAs 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 Educators' Association the dues of: the Weymouth Educators' 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.....MEMBER'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. BCBA's 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 BCBA; the remaining payments will be deducted.
  
- C. Any BCBA 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 BCBA may authorize payroll deduction for such agency fee in the same manner as provided in Section A of this Article. Any BCBA 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 BCBA 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 BCBA. The parties expressly recognize that the failure of any BCBA to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

## ARTICLE IX

### BCBA FACILITIES

- A. Each BCBA shall have access to the following:
  - 1. Space will be made available on an as-needed basis by building Principals for confidential calls and consultations; a telephone will be made available in these spaces.
  - 2. Employer-issued laptop computer with Microsoft Excel (or comparable software).
  - 3. Small lockable file cabinet or file box to protect student information in each building assigned to.
  - 4. Relevant key fobs.
  
- 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.

## ARTICLE X

### TEMPORARY LEAVES OF ABSENCE

- A. BCBA's 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. Under this provision and Subsection 1 above, under exceptional circumstances, a BCBA may submit a written request to the Superintendent or their designee for consideration of additional days.

3. Two day's leave of absence will be granted by the Principal without loss of pay upon certification of the BCBA 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. Personal leave days will be granted without any requirement on the part of the BCBA to give a reason for taking said day. However, the Superintendent may grant additional days of personal leave upon specific request. BCBAs applying for such additional days must submit, in writing, the reason for the additional days.
  4. Requests should not be made for absences on days preceding or following school vacations. All BCBAs 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 BCBAs 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 BCBA is entitled.
  7. Any BCBA who goes on required short-term military leave shall be paid the difference between their military pay and their regular pay.
  8. 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 BCBA is employed.
  9. A BCBA 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 BCBA who is required to attend a criminal court hearing involving criminal charges against the BCBA arising from job related matters shall be released for the day with pay at the discretion of the Superintendent. However, in the event the BCBA 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. BCBAs 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. BCBAs shall notify their building principal in writing seventy-two (72) hours in advance of the religious holy day.
  11. BCBAs 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 BCBAs with Status only, excepting D.

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

- C. Military leave will be granted to any BCBA 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 BCBA 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 their 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 BCBA who so requests it shall be granted a leave without pay for reasons of childrearing. 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 BCBA 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 BCBA's attending physician.
3. Said BCBA shall, as soon as practical, submit a medical certificate from the attending physician which shall include:
- a. The last date on which the BCBA will be physically able to perform the normal duties of the position.
  - b. The anticipated delivery date.
4. BCBA's shall be entitled to leaves without pay or increment for a cumulative period not exceeding three hundred and sixty-eight (368) work days for reasons of childrearing. Notice of intent to return from said leave must be given by April 1 of the year in which the BCBA 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 BCBA who returns from a childrearing leave, credit for a full year of teaching shall be given for the school year during which the leave began if the BCBA taught at least ninety-three (93) school days during said school year. A BCBA 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 BCBA 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 BCBA's immediate family, where such BCBA'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 BCBA 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 BCBA 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 BCBA 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 BCBA was entitled at the time their leave of absence commenced will be restored to him/her upon their return, in accordance with relevant state and federal law and employer policies, 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 BCBA during the course of a school year said BCBA 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. It is the policy of the Town of Weymouth to grant up to 12 weeks of family and medical leave during any 12-month period to eligible BCBAs in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid/unpaid leave as authorized by the Weymouth School Department and in conformance with this collective bargaining agreement. In the event that a BCBA is granted the use of paid sick leave by the Weymouth School Department, upon exhausting all sick leave, the BCBA may seek similar authorization to use paid personal days. Upon exhausting personal days, any remaining days taken as FMLA would be unpaid. Use of accrued sick time, personal time, or both, during FMLA leave will run concurrently with FMLA.

The FMLA process can be initiated by either the BCBA or the employer. When the employer determines that a BCBA may qualify for FMLA leave, the employer will provide written notice to the BCBA of their rights and responsibilities under FMLA. Further information may be requested by the WPS Human Resources Department.

## 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 BCBAs covered by this Agreement by the Committee subject to the following conditions:

1. The number of leaves in any one year shall exceed no more than one (1) of the BCBA's covered by this agreement.
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 BCBA's 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. BCBA's on sabbatical leave shall receive half pay.
6. A BCBA 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 BCBA's Status and regular salary increments shall not be impaired by a sabbatical leave.

#### ARTICLE XIII

##### PROBATION AND BCBA STATUS

All BCBA's covered by this agreement are subject to a probationary period not to exceed ninety (90) days. Following this 90-day period, no BCBA shall be dismissed during the work year without notification from the Superintendent, and an opportunity to meet to review this decision. Following three (3) consecutive years of service with the Weymouth Public Schools, BCBA's will attain Status. Those with Status shall have an expectation of employment in subsequent school years unless dismissed for just cause or subject to a reduction in force.

#### ARTICLE XIII

##### EVALUATION

- A.
  1. All monitoring or observation of the work performance of a BCBA will be conducted openly and with the full knowledge of the BCBA.
  2. The use of the public address system or any other audio system shall be strictly prohibited as an evaluation device.
  3. BCBA's will be given a copy of any formal evaluation report prepared by their evaluators and will have the right to discuss such a report with their evaluators.
  4. The policy, procedure and instrument for the evaluation of all BCBA's covered by this Agreement 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 BCBA to said BCBA and (s)he will be permitted to make copies of said personnel file. A BCBA will be entitled to have an appropriate representative of the Association accompany him/her during such interview.
  2. No material derogatory to a BCBA's conduct, service, character or personality will be placed in their personnel file unless the BCBA has had an opportunity to review such material. The BCBA will acknowledge that (s)he has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way

indicates agreement with the contents thereof. The BCBA will also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent and attached to the file copy.

- C. Any complaints regarding a BCBA 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 BCBA, and, if determined to be meritorious by the Superintendent, shall be placed in the BCBA's personnel file. The BCBA shall be allowed to place a statement which shall be attached to the complaint in their 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 BCBA's statement if he/she so chooses, in a special file and may be accessed only if a similar complaint is made against the BCBA 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 BCBA 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 BCBA who has not obtained Status in the Weymouth Public Schools, such decision shall not be replaced by that of an arbitrator acting under the procedures cited in Article IV of this Agreement.
- E. All personnel files shall have an inventory sheet as their first page. Said inventory sheet shall list any and all material contained in the file and will list material as it is added. All material added to the file subsequent to the establishment of the inventory system shall be date and time stamped. The establishment of this inventory system shall be subject to funding by the Association. Thereafter, expenses for maintaining such inventory sheets shall be borne by the Committee.
- F. The parties agree to form a joint labor management subcommittee regarding BCBA evaluations. The Association and Committee will each appoint two (2) representatives to this subcommittee. The subcommittee will convene at least four times over the course of the 2021-2022 school year. If the subcommittee issues any non-binding recommendations to the parties that represent changes to the evaluation system, then either Party may request to negotiate regarding said recommendations.

#### ARTICLE XIV

##### PROFESSIONAL IMPROVEMENT

###### A. Certification and Supervision

As of the ratification date of this contract, all BCBA's employed by the District will be required to have or obtain initial BACB Supervisor certification by September 1, 2021 or within three (3) months of the date of hire; the Weymouth School Committee will reimburse BCBA's for the cost of obtaining their initial 8-hour BACB Supervisor certification and compensated at their hourly rate for attending the course if outside of work hours. BCBA's will be available for RBT/ABA supervision in line with caseload considerations set forth in Article XXI when they have obtained the BACB Supervisor certification. After initial certification, all BCBA's will be responsible for maintaining their BACB Supervisor certifications for the duration of their employment with Weymouth Public Schools.

###### B. 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 their designee.

2. Marks and personal records of the BCBA's 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 BCBA's present assignments, or their assignment(s) at the time the course was taken. The courses submitted for evaluation must have been taken in the twelve (12) years immediately preceding the submission of these courses for evaluation by TEPS.

#### C. 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 BCBA's for the costs associated with taking graduate-level courses at accredited colleges or universities. BCBA's shall be covered by the Unit A Course Reimbursement as outlined below:

1. The Committee agrees to reimburse BCBA's 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. The TRF shall cover BCBA's covered by this agreement and Unit A BCBA's. \$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 or loan agreement. Such documentation must be submitted within 30 days of the time when notice of a grade (or its equivalent) is made available by the granting institution.
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

Section 1: Sick Leave Accumulation: All full-time BCBA's 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 BCBA of the District. Days are credited on the first full BCBA workday of each school year. Any BCBA may accumulate full paid sick leave from year to year, up to a maximum of one hundred and eighty-four (184) days. Following the ratification of this Agreement, effective September 1, 2020 each BCBA shall:

- a. Maintain any accumulated sick leave days from prior years of service inside Weymouth Public Schools.
- b. Be granted fifteen (15) sick leave days with an issuance date of 9/1/20. Any sick leave days used between 9/1/20 and the ratification of this agreement shall be deducted from the bargaining unit member's total sick leave days, as is standard practice with sick leave day use.

BCBA's will be notified of the extent of their accumulated sick leave no later than November 1<sup>st</sup> of the current school year.

Section 2. A BCBA may utilize sick leave for absences due to their own personal illness, injury or disability. A BCBA may utilize up to fifteen (15) days of accrued sick leave per work year less their annual one (1) day donation to the Sick Leave Bank for absences due to an immediate family members' illness (See Article X, A.1. for definition of "immediate family member"). BCBA's covered by this Agreement shall participate in the Unit A Sick Leave Bank as outlined in Section 5 below. 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. Whether such extensions are paid or unpaid will be at the discretion of the Superintendent.

Section 3. A BCBA using sick leave for her/himself or an immediate family member 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 three (3) 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. These five (5) sick days shall be over and above any family sick days as defined in Article XV, Section 2. Non-birth parents may also may take as many as eight (8) weeks of unpaid parental leave under the terms and conditions of the Massachusetts Parental Leave Act.

#### 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. BCBA's covered by this Agreement shall be members of the Unit A Sick Leave Bank, whose terms and conditions are described in Subsections B through D below.

B. General Provisions:

1. The Sick Leave Bank will be used only when the BCBA 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, a BCBA 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.
3. No eligible BCBA 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 certificate from a medical doctor, physician's assistant, nurse practitioner, or licensed mental health professional 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 doctor, physician's assistant, nurse practitioner, or licensed mental health professional.
6. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick leave days are exhausted.
7. Effective September 1, 2020, the employer shall credit the Sick Leave Bank with five (5) days per bargaining unit member employed at the time of ratification of this Agreement.

#### 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 hired after ratification must contribute one (1) day to join the Sick Leave Bank; each member shall contribute (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 BCBA's who voluntarily join the Sick Leave Bank and contribute to the Sick Leave Bank shall be eligible for its benefits.

#### E. Incentive

If a BCBA has no sick absences in a given school year, the BCBA 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. Applicable service rendered in the Weymouth Public Schools prior to the effective date of this Agreement shall be credited to a BCBA for all contractual purposes.
- B. There will be no reprisals of any kind taken against any BCBA by reason of their membership in the Association or participation in its activities.
- C. Any BCBA 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 their 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.
- D. BCBA's will be entitled to full rights of citizenship, and no religious or political activities of any BCBA or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such BCBA.
- E. 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.
- F. 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.
- G. 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.
- H.
  - 1. If there is to be a reduction in the number of BCBA's, the following procedure shall be implemented:
  - 2. Definitions:

Seniority: Means a BCBA's length of consecutive service in years, months and days in the bargaining unit. Part-time BCBA's 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 BCBA's as of the effective date of this Agreement shall commence as of the date of the said BCBA's execution of their initial contract or employment.

Length of Service for BCBA's 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.

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 BCBA's 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 BCBA. The Seniority List shall include the areas in which a BCBA 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 BCBA 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 BCBA within thirty (30) calendar days after receipt of said list from the Committee.

Any BCBA 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 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 BCBA 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 BCBA shall have the opportunity to clarify their 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 BCBA, 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.

5. Reduction in Force

After the Committee has determined the number of BCBA's covered by this Agreement to be placed on layoff, then it shall layoff BCBA's on the basis of inverse seniority.

6. Recall:
  - a. When a BCBA covered by this Agreement has been placed on layoff in accordance with the provisions of this Article, said BCBA 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 BCBA shall be terminated.



- b. During said layoff period, the BCBA shall be considered to be on leave of absence without pay or increment.
- c. The BCBA shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of their layoff, provided, however, that the BCBA 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 BCBA's insurance.
- d. The BCBA during the period of recall shall inform the Superintendent of their current mailing address and any other circumstances which could affect their recall status.
- e. In the event that the Committee determines to re-establish the eliminated positions, the BCBA's 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 BCBA's 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 BCBA, or if the BCBA has given notice of their intention not to return, then, in such event, said BCBA shall terminate the leave of absence and the BCBA 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.
- g. The Superintendent shall assign the most senior qualified BCBA among those notified above in Paragraph (e) to the available position, provided said BCBA has complied with the provisions of said section.
- h. Those BCBA's 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. BCBA's 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.

8. 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.

- I. 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.

- J. The children of BCBA's 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.
- K. Health and Safety: The School Committee and the Association are committed to maintaining a safe and healthful workplace. BCBA's 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 continue to maintain a Health and Safety Committee composed equally of administrators designated by the Superintendent and BCBA's designated by the Association President. This Health and Safety Committee shall also discuss matters pertaining to Unit A and Unit D. This body shall issue reports and make appropriate recommendations annually to both parties.
- L. The parties agree that all provisions that allow sharing of resources with other WEA bargaining units will be subject to a separate, executed, Memoranda of Agreement between the Committee and the Association prior to the ratification of this collective bargaining agreement.

ARTICLE XVII

SALARIES

- A. The Basic Salary Schedules for BCBA's 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 BCBA so elects, in 26 substantially equal payments over the entire contract year.
- C. In the event a BCBA 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 BCBA electing the 26-payment plan has the option of receiving their 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:

BCBA's 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:

	FY20	FY21	FY22
After 15 years	\$ 1,428.00	\$ 1,456.56	\$ 1,492.97
After 20 years	\$ 2,244.00	\$ 2,288.88	\$ 2,346.10
After 25 years	\$ 3,621.00	\$ 3,693.42	\$ 3,785.76

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

- E. BCBA's shall be provided the pre-tax aspects of the so-called "Cafeteria Plan" for the BCBA contributions to the medical insurance plans.
- F. BCBA's shall be required to utilize direct deposit of their paychecks into the banking institution of their choice.
- G. Courses for movement horizontally on the Salary Schedule (M to M+15, M+15 to M+30, M+30 to M+45, and, 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 IRS reimbursement rate posted on the day of travel.

#### 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 BCBA's 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 BCBA's required, a BCBA's area of competence, major and/or minor fields of study, quality of performance, and length of service in the Weymouth School System shall be considered. Any BCBA 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, and to discuss the content and implementation of Professional Development. This committee shall meet at least quarterly.

#### ARTICLE XXI

#### CASELOADS

Caseloads will be determined by the Special Education Director in group consultation with BCBA's and will be based upon:

- The interests of the students in accordance with providing access to a free and appropriate public education
- Service delivery minutes
- Complexity of cases
- Affiliation to District programs
- Time allotted on IEP for consultation
- Number of buildings for consultation
- Supervision of RBTs

Caseloads are subject to change based on student need and District enrollment.

Based on the criteria listed above, BCBA's should have an average caseload of 30 students total at the start of the school year.

Functional Behavior Assessment/Behavior Assessment: The BCBA can share responsibility of assessments with other BCBA's on an as-needed basis.

Should BCBA's be required to provide supervision necessary in order to receive and maintain RBT certification, BCBA's shall be assigned to provide supervision for no more than five (5) staff, unless by mutual agreement between the BCBA and their supervisor.

## ARTICLE XXII

### CREDIT UNION DEDUCTIONS

The Committee agrees to deductions, upon the request of BCBA's, 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 XXIII

### DUTIES

BCBA's covered by this agreement shall not be assigned to duties such as recess, bus duty and parking duty. Based on FBA and student need, BCBA's may need to observe or service students during student lunch, recess periods, or on transportation. However, BCBA's will not be assigned any other duties during these times.

## ARTICLE XXIV

### REIMBURSEMENT FOR COURSES

The Committee agrees to reimburse BCBA's for the costs of all courses required by the Committee.

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 BCBA's 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. This fund shall cover BCBA's covered by this agreement and Unit A. 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 BCBA's who are applying for courses for a degree or certificate program. Next, reimbursement shall be provided on a first-come, first-served basis; however, BCBA's who are making application for their first course of the year shall be given preference over BCBA's who are applying for a second or third course.

ARTICLE XXV

INDEMNIFICATION

- A. The Committee shall grant any BCBA, who is absent because of a personal injury arising out of and during the course of their 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 BCBA shall become eligible therefore under the provisions of said law.

ARTICLE XXVI

DURATION CLAUSE


This Agreement shall become effective beginning September 1, 2020, and shall remain in effect through August 31, 2023. Either party to this Agreement may initiate negotiations for a successor Agreement to this Agreement to be effective beginning September 1, 2023, by tendering written notice to the other party on or after September 1, 2022.

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 Chair, and the Weymouth Educators' Association has caused this AGREEMENT to be signed in its name and behalf by its President, this 7 day of January 2021.

School Committee of the Town of Weymouth

  
Chair

Weymouth Educators' Association

  
President

APPENDIX A.1  
SALARY SCHEDULE

As of 8/31/20	
STEP	LANE
	M
1	51,148.56
2	52,797.71
3	55,257.78
4	57,449.44
5	61,001.34
6	63,195.29
7	65,924.91
8	68,439.57
9	71,402.35
10	75,237.47

As of 9/1/20*	
STEP	LANE
	M
1	\$52,797.71
2	\$55,257.78
3	\$57,449.44
4	\$61,001.34
5	\$63,195.29
6	\$65,924.91
7	\$68,439.57
8	\$71,402.35
9	\$75,237.47
10	\$78,623.16

\*The parties agree that all bargaining unit members employed as of 8/31/20, shall move to the next Step in the salary schedule, effective 9/1/20. Due to renumbering, those on Step 1 as of 8/31/20, will be placed on the new Step 1, and so on.

As of 9/1/21 - 2.5% Increase, 2.3% between lanes, add new step 11 at 4.50% above Step 10						
STEP	LANE					
	M	M15	M30	M45	M60	DOC
1	\$54,117.65	\$55,362.36	\$56,635.69	\$57,938.31	\$59,270.90	\$60,634.13
2	\$56,639.22	\$57,941.93	\$59,274.59	\$60,637.91	\$62,032.58	\$63,459.33
3	\$58,885.68	\$60,240.05	\$61,625.57	\$63,042.96	\$64,492.94	\$65,976.28
4	\$62,526.37	\$63,964.48	\$65,435.66	\$66,940.68	\$68,480.32	\$70,055.37
5	\$64,775.17	\$66,265.00	\$67,789.10	\$69,348.25	\$70,943.26	\$72,574.95
6	\$67,573.03	\$69,127.21	\$70,717.14	\$72,343.63	\$74,007.54	\$75,709.71
7	\$70,150.56	\$71,764.02	\$73,414.59	\$75,103.13	\$76,830.50	\$78,597.60
8	\$73,187.41	\$74,870.72	\$76,592.75	\$78,354.38	\$80,156.53	\$82,000.13
9	\$77,118.41	\$78,892.13	\$80,706.65	\$82,562.90	\$84,461.85	\$86,404.47
10	\$80,588.74	\$82,442.28	\$84,338.45	\$86,278.23	\$88,262.63	\$90,292.67
11	\$84,215.23	\$86,152.18	\$88,133.68	\$90,160.75	\$92,234.45	\$94,355.84

As of 9/1/22 - 2.5% Increase, add new Step 12 at 4.50% percent above Step 11						
STEP	LANE					
	M	M15	M30	M45	M60	DOC
1	\$55,470.59	\$56,746.42	\$58,051.59	\$59,386.77	\$60,752.67	\$62,149.98
2	\$58,055.21	\$59,390.47	\$60,756.46	\$62,153.85	\$63,583.39	\$65,045.81
3	\$60,357.82	\$61,746.05	\$63,166.21	\$64,619.03	\$66,105.27	\$67,625.69
4	\$64,089.53	\$65,563.59	\$67,071.55	\$68,614.20	\$70,192.33	\$71,806.75
5	\$66,394.55	\$67,921.63	\$69,483.82	\$71,081.95	\$72,716.84	\$74,389.32
6	\$69,262.36	\$70,855.39	\$72,485.07	\$74,152.22	\$75,857.72	\$77,602.45
7	\$71,904.32	\$73,558.12	\$75,249.96	\$76,980.71	\$78,751.26	\$80,562.54
8	\$75,017.09	\$76,742.49	\$78,507.56	\$80,313.24	\$82,160.44	\$84,050.13
9	\$79,046.37	\$80,864.43	\$82,724.32	\$84,626.97	\$86,573.39	\$88,564.58
10	\$82,603.45	\$84,503.33	\$86,446.91	\$88,435.19	\$90,469.20	\$92,549.99
11	\$86,320.61	\$88,305.98	\$90,337.02	\$92,414.77	\$94,540.31	\$96,714.74
12	\$90,205.04	\$92,279.75	\$94,402.19	\$96,573.44	\$98,794.63	\$101,066.90

## APPENDIX B.1

### BCBA EVALUATION: SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL (SISP) RUBRIC

A. SISP Overview: This DESE rubric describes practice that is common across educators in professional support roles, including BCBAs. It is intended to be used throughout the 5-step evaluation cycle for educators who provide direct services such as education, therapy, counseling, assessment, and diagnosis to a caseload of students, as well as educators who may provide indirect support to students through consultation to and collaboration with teachers, administrators, and other colleagues. By the end of the evaluation cycle, BCBAs and evaluators are expected to have gathered and shared a reasonable amount of evidence on every indicator to support a rating for each standard.

To better align the SISP rubric with the specialized role of the BCBA, the District, evaluator and BCBA acknowledge:

- That BCBAs do not create traditional lesson and unit plans as classroom teachers do. Therefore, in Section 1.A.4 of the SISP rubric (“Well Structured Lessons”), the term “lessons” refers to behavior plans, behavior programs, and/or consultation sessions with staff/parents.
- That BCBAs work with teachers to develop and create learning environments. Therefore, in Section II-C-1 (“Respects Differences”) and II-C-2 (“Maintains Respectful Environment”) of the SISP rubric, it is understood that this work is done in collaboration with the classroom staff.
- Since Standard III does not usually pertain to BCBA primary functions, it is understood that the standard will be applied in a limited fashion commensurate with a BCBA’s work assignment.

#### 1. Evaluation categories

Standard I: Curriculum, Planning, and Assessment. Promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.

Standard II: Teaching All Students. Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

Standard III: Family and Community Engagement. Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Standard IV: Professional Culture. Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

#### B. Definitions:

Descriptors: Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: Unsatisfactory, Needs Improvement, Proficient, or Exemplary.



Elements: The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.

Indicators: Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the SISP rubric: Curriculum and Planning; Assessment; and Analysis.

Plan: “Plan” is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator’s role.

Standards: Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: Curriculum, Planning, and Assessment; Teaching All Students; Family and Community Engagement; and Professional Culture.

### C. Evaluation Cycle

1. Designated evaluator(s) shall be Administrators. By October 15 of each school year, the BCBA shall be told who the evaluator(s) will be. If it is necessary to change the evaluator(s) during the course of the school year, the BCBA shall be promptly notified of said change.
2. For CBAs in their first three (3) years of employment with Weymouth Public Schools, a formative evaluation shall be issued no later than January 15, and a summative evaluation shall be issued no later than June 1. For CBAs with Status, the evaluation cycle shall last two (2) years. A formative evaluation shall be issued no later than June 1 of the first year of the two-year plan. A summative evaluation shall be issued no later than June 1 of the second year of the two-year plan.
3. CBAs covered by this agreement shall be observed at least once per year. This observation shall be unannounced.
4. CBAs covered by this agreement shall not be evaluated by Unit A or Unit D.

### D. Evaluation Instrument and Rubrics: see attached

**WEYMOUTH PUBLIC SCHOOLS**  
**BCBA EVALUATION: SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL (SISP) RUBRIC**

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<b>Evaluation type:</b>	Formative evaluation: <input type="checkbox"/>	Summative evaluation: <input type="checkbox"/>	<b>Evaluator:</b>	
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**Indicator I-A** Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.

<b>I-A-1</b>	<b>Professional knowledge</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>I-A-2</b>	<b>Child &amp; adolescent development</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>I-A-3</b>	<b>Plan development</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>I-A-4</b>	<b>Well-structured lessons</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator I-B** Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.

<b>I-B-1</b>	<b>Variety of assessment methods</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>I-B-2</b>	<b>Adjustment to practice</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator I-C** Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.

<b>I-C-1</b>	<b>Analysis and conclusions</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>I-C-2</b>	<b>Sharing conclusions w/ colleagues</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>I-C-3</b>	<b>Sharing conclusions w/ students and families</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator II-A** Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

<b>II-A-1</b>	<b>Quality of work and effort</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-A-2</b>	<b>Student engagement</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-A-3</b>	<b>Meeting diverse needs</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator II-B** Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

<b>II-B-1</b>	<b>Safe learning environment</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-B-2</b>	<b>Collaborative learning envir.</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-B-3</b>	<b>Student motivation</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator II-C** Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

<b>II-C-1</b>	<b>Respects differences</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-C-2</b>	<b>Maintains respectful envir.</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

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**Indicator II-D**                      Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.

<b>II-D-1</b>	<b>Clear expectations</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-D-2</b>	<b>High expectations</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>II-D-3</b>	<b>Access to knowledge</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator III-A**                      Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.

<b>III-A-1</b>	<b>Parent/family engagement</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
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**Indicator III-B**                      Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

<b>III-B-1</b>	<b>Learning expectations</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>III-B-2</b>	<b>Student support</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator III-C**                      Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.

<b>III-C-1</b>	<b>Two-way communication</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>III-C-2</b>	<b>Culturally proficient comm.</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator IV-A**                      Reflection: Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.

<b>IV-A-1</b>	<b>Reflective practice</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>IV-A-2</b>	<b>Goal setting</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator IV-B**                      Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

<b>IV-B-1</b>	<b>Professional learning and growth</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
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**Indicator IV-C**                      Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

<b>IV-C-1</b>	<b>Professional collaboration</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
<b>IV-C-2</b>	<b>Consultation</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary

**Indicator IV-D**                      Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

<b>IV-D-1</b>	<b>Decision-making</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
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**Indicator IV-E**      Shared Responsibility: Shares responsibility for the performance of all students within the school.

<b>IV-E-1</b>	<b>Shared responsibility</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
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**Indicator IV-F**      Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.

<b>IV-F-1</b>	<b>Judgment</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
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<b>IV-F-2</b>	<b>Reliability and responsibility</b>	Unsatisfactory	Needs improvement	Proficient	Exemplary
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Evaluator notes: Strengths	Evaluator notes: Opportunities for growth	Evaluator notes: Recommended PD	Evaluator notes: Other

<b>Evaluator signature:</b>		<b>Date:</b>	
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I have received a copy of the evaluation dated \_\_\_\_/\_\_\_\_/\_\_\_\_ and have had an opportunity to discuss it with the evaluator.

<b>BCBA signature:</b>		<b>Date:</b>	
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**BCBA reponse to evaluation/comments:**

## Standards and Indicators of Effective Teaching Practice:

### Specialized Instructional Support Personnel Rubric

**Standard I: Curriculum, Planning, and Assessment.** *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

<b>Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.</b>				
<b>I-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
I-A-1. Professional Knowledge	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research. Rarely engages students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates factual knowledge of the professional content and delivery and sometimes applies it to engage students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	<b>Demonstrates sound knowledge and understanding of professional content and delivery by consistently engaging students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices that enable students to acquire knowledge and skills.</b>	Demonstrates mastery of professional content and its delivery by engaging all students in academic, behavioral, and social/emotional learning experiences, through the use of educational and/or clinical practices, that enable students to synthesize knowledge and skills. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of child and adolescent development; typically develops one learning experience, and/or type of support or assistance for all students that does not adequately address intended outcomes.	Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when providing differentiated learning experiences, support, and/or assistance that would enable all students—as opposed to just some—to move toward meeting intended outcomes.	<b>Demonstrates knowledge of students’ developmental levels and the different ways these students learn or behave by providing differentiated learning experiences, support, and/or assistance that enable all students to progress toward meeting intended outcomes.</b>	Demonstrates expert knowledge of the developmental levels of individual students and students in the grade or subject more generally and uses this knowledge to differentiate and expand learning experiences, supports, and/or types of assistance, enabling all students to make significant progress toward meeting stated outcomes. Is able to model this element.

**Note:** At the *Exemplary* level, an educator’s level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by “Is able to model.”



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I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development <sup>1</sup>	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	<b>Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include supports that enable students to meet the goals or objectives of the plan.</b>	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	<b>Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.</b>	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

<sup>1</sup> "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.</b>				
<b>I-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
I-B-1. Variety of Assessment Methods	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	<b>Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.</b>	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and development. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	<b>Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.</b>	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.</b>				
<b>I-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
I-C-1. Analysis and Conclusions	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	<b>Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.</b>	Individually and with colleagues, draws appropriate, actionable conclusions about programs, plans, and practices from a thorough analysis of a wide range of data that improve short- and long-term planning decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback from them about practices that will support improved student learning and/or development.	Only occasionally shares with colleagues conclusions about student progress and/or seeks feedback from them about practices that will support improved student learning and/or development.	<b>Regularly shares with appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions about student progress and seeks feedback from them about practices that will support improved student learning and/or development.</b>	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning and/or development. Is able to model this element.
I-C-3. Sharing Conclusions With Students and Families	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	<b>Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement.</b>	Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



## Standards and Indicators of Effective Teaching Practice:

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**Standard II: Teaching All Students.** Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

<b>Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.</b>				
<b>II-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-A-1. Quality of Effort and Work	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	<b>Consistently defines high expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.</b>	Consistently defines high expectations for student work and behavior and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	<b>Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.</b>	Consistently uses instructional and clinical practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices and/or supports to accommodate differences.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	<b>Uses appropriate practices, including tiered instruction, scaffolds, and other supports, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.</b>	Uses a varied repertoire of practices and/or supports to create structured opportunities for each student to meet or exceed expectations for growth and development. Is able to model this element.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

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<b>Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.</b>				
<b>II-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	<b>Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.</b>	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	<b>Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.</b>	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	<b>Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.</b>	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.</b>				
<b>II-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences.	<b>Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.</b>	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this element.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	<b>Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.</b>	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this element.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.</b>				
<b>II-D. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-D-1. Clear Expectations	Does not make specific standards for student work, effort, interactions, and behavior clear to students.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	<b>Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.</b>	Clearly communicates and consistently enforces specific standards for student work, effort, interactions, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot accomplish challenging goals. .	May tell students that a goal is challenging and that they need to work hard but does not model ways students can accomplish the goal through effective effort. .	<b>Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.</b>	Effectively models and reinforces ways that students can consistently accomplish challenging goals through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	<b>Consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/ supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.</b>	Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.

**Note:** At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



## Standards and Indicators of Effective Teaching Practice:

### Specialized Instructional Support Personnel Rubric

**Standard III: Family and Community Engagement.** *Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

<b>Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.</b>				
<b>III-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	<b>Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.</b>	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

<b>Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.</b>				
<b>III-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	<b>Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.</b>	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	<b>Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.</b>	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

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## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.</b>				
<b>III-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-C-1. Two-Way Communication	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families.	<b>Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.</b>	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	<b>Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.</b>	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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## Standards and Indicators of Effective Teaching Practice:

### Specialized Instructional Support Personnel Rubric

**Standard IV: Professional Culture.** Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

<b>Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.</b>				
<b>IV-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	<b>Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.</b>	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal Setting	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	<b>Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.</b>	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

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## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.</b>				
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	<b>Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.</b>	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.

<b>Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.</b>				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	<b>Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.</b>	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	<b>Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.</b>	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

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## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.</b>				
<b>IV-D. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	<b>Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.</b>	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

<b>Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.</b>				
<b>IV-E. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	<b>Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.</b>	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

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## Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

<b>Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.</b>				
<b>IV-F. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	<b>Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.</b>	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	<b>Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.</b>	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

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This **MEMORANDUM OF AGREEMENT** (hereinafter “Agreement”) 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 voluntarily recognized the Association as the exclusive bargaining representative of all BCBA's employed by the Weymouth Public Schools;

**WHEREAS**, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a separate memorandum of agreement for the BCBA bargaining unit (hereinafter “BCBA MOA”) for the period September 1, 2020, through and including August 31, 2023;

**WHEREAS**, the Committee and the Association are parties to a collective bargaining agreement between the Committee and the Association Unit A, in effect for the period of September 1, 2019, through and including August 31, 2022;

**WHEREAS**, this Agreement is contingent upon its ratification by the parties, and the ratification of the BCBA MOA by the parties.

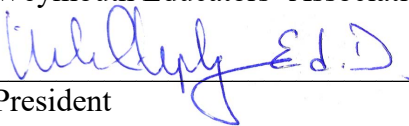
**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. The BCBA and Unit A bargaining units shall share the resources of the following:
  - a. The Sick Leave Bank outlined in Article XV, Section 5 of the BCBA MOA and Article XV, Section 5 of the Unit A collective bargaining agreement.
  - b. The Tuition Reimbursement Fund outlined in Article XXIV of the BCBA MOA and Article XXV of the Unit A collective bargaining agreement.
  - c. Association leave days outlined in Article X, Section A, Subsection 8 of the BCBA MOA and Article X, Section A, Subsection 8 of the Unit A collective bargaining agreement.
2. The Committee shall make a one-time donation of five (5) sick leave days into the Sick Leave Bank for each BCBA bargaining unit member employed by the Committee at the time of the ratification of the BCBA MOA.

School Committee of the Town of Weymouth

  
Chair

Weymouth Educators' Association

  
President