

**COLLECTIVE BARGAINING AGREEMENT FOR
THE WEYMOUTH EDUCATORS' ASSOCIATION
(UNIT D – EDUCATION SUPPORT PROFESSIONALS)**

AND

THE WEYMOUTH SCHOOL COMMITTEE

TERM OF AGREEMENT

9/1/2023 – 8/31/2026

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ARTICLE I: RECOGNITION

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 and MCR-2427, the Committee recognizes the Association as the sole and exclusive bargaining agent and representative of the following professional employees of the Committee:

UNIT "D" - Educational Support Professionals [ESPs] (i.e., Library ESPs, Program Support ESPs, Inclusion ESPs, One to One ESPs, Instructional Support ESPs, Clerical ESPs, Security ESPs, Certified Nursing Assistants [CNA], Applied Behavior Analysts [ABA], Registered Behavioral Technicians [RBT], Child Care Specialists and Lead Teachers at WHS ECEC, and all non-confidential Full Year and School Year Administrative Assistants in the Weymouth Public Schools.)

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

ARTICLE II: NON-DISCRIMINATION & CONDITIONS

- Section A. Members shall be entitled to full rights of citizenship, and no religious or political activities of any member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member.
- Section B. 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 shall continue in full force and effect.

ARTICLE III: COMMITTEE RIGHTS

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 may now 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 IV: ASSOCIATION RIGHTS

- Section A. There shall be no reprisals of any kind taken against any member by reason of their membership in the Association or participation in its activities.
- Section B. Association Leave
1. A pool of six (6) days shall be provided on September 1 each year to the Members of Unit D for the purpose of member engagement in Association events, professional meetings, union advocacy, and Association business. Unused days shall expire on August 31 each year.

2. No more than three (3) days shall be used from this pool on a given day except for MTA Annual Meeting of Delegates.
3. No individual Association member, other than Association officers, shall use more than three (3) days from the pool during a given school year.
4. Association leave may be granted on half-day increments.
5. Written notice for use of Association leave shall be made to the Superintendent or designee through the President of the Association twenty-four (24) hours in advance of the anticipated absence.
6. Substitutes shall be provided by the District where needed.

Section C. New Unit Members

1. In accordance with and in relation to the passage of Ch. 73 of the Acts of 2019: During its annual New Educators Orientation prior to the start of each student school year, the Committee shall hold an orientation of three-and-a-half (3.5) hours for all new Unit D hires. This orientation shall be paid at the hourly rate and shall be in addition to the one-hundred-and-eighty-three (183) day work year.
2. During the New Hire Orientation, the Association shall be granted an uninterrupted block of at least thirty (30) minutes that shall be separate from a scheduled lunch break. The Association shall be provided with an agenda prior to the orientation day.
3. For any Unit D new hires during the school year, the District shall comply with the Act by notifying the Association of the acceptance of an offer of employment with the Weymouth Public Schools within ten (10) calendar days of said acceptance.
4. Within ten (10) calendar days of hire, the District shall collaborate with the Association to set up a meeting between the new hire and an Association representative of no less than thirty (30) minutes with said new hire during the contractual work day without requiring use of leave or loss of pay.

Section D. Right to Representation

1. Members shall have the right to be represented by an Association representative in any meeting or conference with a supervisor or administrator in which their work performance, member discipline, and/or continued employability are to be discussed.
2. Members shall also have the right to be represented by an Association representative in any meeting related to workplace investigations, member concerns about working conditions, or when the member feels it shall be important to have a witness to the meeting who shall represent the member's interests.

Section E. Any member 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 and held during the school day, shall, upon notice to their immediate supervisor and to the Superintendent by the President or their designee, be released without loss of pay as necessary in order to permit participation in the foregoing activities.

- Section F. If negotiation or grievance meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- Section G. The President of the Association shall 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.
- Section H. The Committee shall, upon request, provide the Association with any public documents available to the citizens of Weymouth, or member information or district documents as provided in M.G.L. 150e, which shall assist the Association in developing intelligent, accurate, informed, and constructive proposals for presentation at negotiations, grievance hearings, and/or arbitration proceedings.

ARTICLE V: GRIEVANCE PROCEDURE

- Section A. **DEFINITION:** For the purpose of this Agreement, a grievance shall 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 member under the provisions of this Agreement.
- Section B. **PROCEDURE:** Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
1. Level One - A member covered by this Agreement who has a grievance shall discuss it with their immediate superior either personally or through Association representation within fifteen (15) business days from the date on which the incident giving rise to the grievance has occurred or when the member should have known 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) business days after presentation of the grievance, said grievant and /or the Association may within ten (10) business days appeal to the Superintendent of Schools 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) business 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 shall 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) business 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) business work days next following said conference, the aggrieved Member and/or the Association may within ten (10) business 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) business days or at the next Committee meeting, but in no

event later than fifteen (15) business 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.

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

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.

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) business days after said meeting with the Committee, the Association may within twenty (20) business days submit the grievance to arbitration, as hereafter provided:
5. Arbitration
 - a. Within ten (10) business days after receipt of the submission to arbitration, the Committee and the Association shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.
 - b. 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 shall select an arbitrator based upon the principles found in Rule 12 of the Employment Arbitration Rules and Mediation Procedures established by the American Arbitration Association.
 - c. 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 party has eliminated two (2) names shall be the arbitrator.
 - d. The selected arbitrator shall confer with the representatives of the Committee and the Association and promptly hold hearings. Further, the arbitrator shall render their award and the reasons therefore, in writing, not later than thirty (30) business days from the close of the hearing, or if an oral hearing has been waived, then from the date the final statement and briefs have been submitted to the arbitrator.
 - e. The arbitrator shall 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 the arbitrator. The decision of the arbitrator shall be final and binding on all the parties to the arbitration.
 - f. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel expenses and subsistence expenses shall be borne equally by the Committee and the Association.

ARTICLE VI: WORKDAY AND WORK YEAR

Section A. Calendar of Days

1. The work year for ESPs shall commence no earlier than September 1 and terminate no later than June 30. The number of mandatory paid workdays in the work year shall be one hundred and eighty-four (184) for school year 2023-2024 and one hundred and eighty-three (183) for school

years 2024-2025 and 2025-2026 which shall include the day before school starts for students as a mandatory work day.

2. The work year for Childcare Specialists and Lead Teachers at the WHS ECEC shall commence two days before school starts for students and terminate no later than June 30. The number of mandatory paid workdays in the work year shall be one hundred and eighty-six (186) for school year 2023-2024 and one hundred and eighty-five (185) for the school years 2024-2025 and 2025-2026 which shall include the two (2) days before school starts for students as mandatory work days.
3. Administrative Assistants
 - a. Lead full year Administrative Assistants shall work 260 days for the length of this contract.
 - b. Lead school year Administrative Assistants shall work 194 days in years 2023-2024 and for years 2024-2025 and 2025-2026 shall work 193 days.
 - c. Full year Administrative Assistants shall work 260 days in the year.
 - d. School year Administrative Assistants shall work 194 days in years 2023-2024 and for years 2024-2025 and 2025-2026 shall work 193 days.

Section B. Members who have not attained good cause status pursuant to Article XXIX, Probationary Periods, shall be notified in writing by June 1st of each year, whether they have been retained for the following school year.

Section C. Members shall be notified in writing by June 1st of each year the number of anticipated hours for their position for the following school year based upon their assignment as set forth below.

Section D. Unless otherwise specified below, full-time hours for Members shall be:

1. High School: Seven (7) hours per day, except for Administrative Assistants who shall work 7.5 hours.
2. Middle School: Six and $\frac{3}{4}$ (6.75) hours per day, except for Administrative Assistants who shall work 7.5 hours.
3. Pre School and Primary Schools: Six and a half (6.5) hours per day, except for Administrative Assistants who shall work 7 hours.
4. Full-time Members assigned as Security/Student Services shall work:
 - a. 7.5 hours/day at WHS
 - b. 6.5 hours/day at Middle School
5. Full-time Members assigned to the CTE childcare center at WHS (ECEC) shall work 8 hours per day.
6. Childcare Specialists and Lead Teachers who work at the WHS ECEC shall have one (1) hour per week separate from lunch which shall be designated for planning, preparation, and updating of notes and during which no other duties shall be assigned. Time shall be scheduled between the

ECEC Childcare Specialists, Lead Teachers, and the Coordinator and provided in no less than fifteen (15)-minute increments.

Section E. Members shall be paid for all hours worked, whether less or more than the normal work hours as specified in section D of this article.

1. Subject to the approval of the building principal, Members may be asked to perform other work that falls outside of the normal work hours, member training or other unique circumstances. This work shall be optional, and shall be compensated at the member's current regular hourly rate of pay (including any applicable overtime at a rate of time and a half for any hours over 40 hours in a week)
2. During shortened school days, Members who wish to leave before the end of the regular workday must submit a request in writing to the building principal or supervisor if they wish to leave early and indicate if that time is to be unpaid or paid through the use of personal time.

Section F. Each member who works at least four (4) hours in any day shall be entitled to a fifteen (15) minute duty free paid break. Each member who works at least six (6) or more hours in any day shall be entitled to a thirty (30) minute duty-free paid break within the six (6) or more hours.

Section G. Collaboration and Additional Time

1. ESP, ABA, and RBT Members at the Pre-School, Primary Schools, and Middle School shall have fifteen (15) minutes at the beginning of their workday so the member may prepare for their responsibilities, collaborate with staff, and ensure the safe transition of students into the school.

Section H. Members shall be paid a full day's compensation for the half-day of work on the Wednesday before Thanksgiving. The Early Childhood Education Center shall close at 12:30 pm on the Wednesday before Thanksgiving.

ARTICLE VII: DUES DEDUCTION

So long as agency fee remains unconstitutional, provisions below related to agency fee shall be null and void.

Section A. The Committee agrees to deduct from the salaries of its Members, dues for the Weymouth Educators' Association, the Massachusetts Teachers Association and the National Education and to transmit the monies promptly to the Association. There shall be twenty-one (21) substantially equal payments commencing in September according to the Member's elected choice. Thirty (30) days prior to the first deduction, the Association shall provide the Committee with a list of those Members who have voluntarily authorized the Committee to deduct dues for the organizations listed above. Member 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 Massachusetts Teachers Association, and the National Education dues in the amount sufficient to provide for the regular payment of the membership dues

certified by such Association in twenty-one (21) equal payments prior to June 30. I understand that the Committee shall 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.

- Section B. Each of the Associations named in Section A. shall notify and certify to the Committee in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Committee thirty (30) days written notice prior to the effective date of such change.
- Section C. Dues deduction must be authorized by October 1. Members authorizing deductions after September 1 shall begin payroll deductions on the second check of October. The first three payments shall be made to the Association directly by the individual Members; the remaining payments shall be deducted.
- Section D. The Committee agrees to require as a condition of employment that all Members hired after September 1, 1995, except those Members certified to the Committee by the Association as members, pay annually to the Association as of the thirtieth (30th) day of employment, the thirtieth (30th) day subsequent to the effective date of this Agreement, or the thirtieth (30th) day subsequent to the execution of this Agreement, whichever is later, an agency service fee which shall be in the amount to ninety percent (90%) of the total membership dues of the Association, said dues being equal to the total membership dues in the Weymouth Educators' Association (Unit D) and its affiliated and which amount shall be certified to the Committee by the Association. Those hired prior to September 1, 1995 shall not be obligated to pay the agency service fee unless they agree to do so within thirty (30) days subsequent to the execution of this Agreement or they were certified by the Association as members as of September 1995.
- Section E. The Association agrees to give to Members, who are required to pay said agency fee and who have failed to pay said amount to the Association or authorize deduction within the required period, notice of thirty (30) days before seeking termination of their employment.

ARTICLE VIII: VACANCIES, POSTINGS AND TRANSFERS

- Section A. For purposes of the Agreement, a vacancy shall be defined as any position which becomes vacant as a result of death, retirement, resignation, termination or is newly created.
- Section B. When there is a need to fill a Unit D position, the District shall:
1. Post the open position internally for five (5) days to allow members to be the first candidates considered for the open position.
 2. Notify all members of the vacancy posting by email on the day the vacancy is posted.
 3. Maintain an accurate listing of open vacancies accessible through the District website.
 4. Not fill the open position until the end of the internal posting period. When there are extenuating circumstances, this provision may be waived by mutual agreement between the District and the Association.
- Section C. After the initial five (5) day posting, if no member has been selected to fill the opening, the District may post the position externally.
- Section D. All postings of open positions shall include, at a minimum:

1. Job title
2. Job description
3. Range of hourly rate of pay
4. Skills and qualifications required
5. Skills and qualifications preferred
6. Information on how to access a digital copy of the current Unit D Collective Bargaining Agreement.

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

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

ARTICLE IX: ACCRUED BENEFITS OF PREVIOUS NON-UNIT MEMBERS

Current Members at the Weymouth High School Early Childhood Education Center (WHS ECEC) shall be allowed to maintain all accrued sick leave and seniority as they join Unit D starting in the 2023-2024 school year.

Administrative Assistants and Lead Administrative Assistants shall be allowed to maintain all accrued sick leave and seniority, and Lead Administrative Assistants shall be allowed to maintain any accrued vacation time, as they join Unit D starting in the 2023-2024 school year.

ARTICLE X: LEAVES OF ABSENCE

Members shall be entitled to the following temporary leaves of absence each school year:

Section A: Bereavement Leave

1. Five (5) days leave shall 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 grandchild. The parties agree that in the event that the School Committee amends its policy regarding bereavement leave, including the definition of "immediate family" this Agreement shall be reopened for the limited purpose of negotiating about such change in policy.
2. Three (3) days leave shall be granted without loss of pay because of the death of a member's own grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
3. One (1) day leave of absence shall be granted without loss of pay for the death of a member's uncle, aunt, niece or nephew.

Section B: Personal Days

1. Two (2) day's leave of absence shall be granted by the building principal or coordinator without loss of pay upon certification of the Member requesting such leave that personal business, which cannot reasonably be conducted when school is not in session, necessitates absence. This certification shall be countersigned by the immediate supervisor. Personal leave days shall be granted without any requirement on the part of the Member to give a reason for taking said day. However, the Superintendent may grant additional days of personal leave upon specific request. This certification shall be countersigned by the immediate supervisor and forwarded to the Superintendent's office. These days cannot be carried over to the next school year.
2. Full Year Administrative Assistants shall receive an additional day of personal leave for a total of three (3) days per year.
3. Requests should not be made for absences on days preceding or following school vacations. All Members should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of which has been stated to the Superintendent and which they deem 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.

Section C. Vacation Leave for Members on Full Year Assignment

1. Vacation Leave shall be granted to full-time, twelve-month (12) members according to the following schedule:

TOTAL LENGTH OF CONTINUOUS FULL-TIME (12 MONTH) SERVICE	VACATION TIME ALLOTMENT
0 Years - 1 Year	Two weeks (10 business days)
2 Years - 7 Years	Three weeks (15 business days)
8 Years - 14 Years	Four weeks (20 business days)
15 Years +	Five weeks (25 business days)

2. Vacation time accrues each month beginning September 1. The vacation period begins on September 1 to August 31. Members may carry over up to ten (10) days' vacation time per year. The continuous years of service from the member's date of hire as a full-time, 12-month member shall be used to determine the allotted vacation time.

Section D. Jury Duty

While on jury duty, a member shall continue to receive their regular salary and compensation, if any, for said jury duty.

Section E. Religious Holy Days

Members shall 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. Members shall notify their building principal in writing seventy-two (72) hours in advance of the religious holy day.

Section F. Parental Leave

Parental Leave shall be consistent with the Massachusetts Parental Leave Act (MMLA) M.G.L. c 149§ 105D and, if an employee member qualifies, the Family Medical Leave Act (FMLA) 29 USC c 28.

Section G. Child Rearing Leave

1. Members with at least three (3) years of service may, with at least ninety (90) days written notice to the Superintendent of Schools, take up to three hundred and sixty-eight (368) workdays leave of absence without pay for child rearing.
2. Notice of intent to return from said leave must be given by April 1st of the year in which the Member intends to return and said return shall be at the beginning of the school year.
3. Failure to provide written notice of intent to return by April 1st shall constitute a resignation by the Member. The Member shall be restored as soon as is practical to the position held when the leave began or to a substantially equivalent position.
4. Members covered by this Agreement may use up to ten (10) accumulated sick leave days for the purposes of adopting a child.

Section H. FMLA

1. It is the policy of the Town of Weymouth to grant up to twelve (12) weeks of family and medical leave during any twelve (12)-month period to eligible Members 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.
2. In the event that a Member is granted the use of paid sick leave by the Weymouth School Department, upon exhausting sick leave, the Member may seek similar authorization to use paid personal days. Upon exhaustion of 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.
3. The FMLA process can be initiated by either the employee or the employer. When the employer determines that a Member may qualify for FMLA leave, the employer shall provide written notice to the Member of their rights and responsibilities under FMLA. Further information may be requested by WPS Human Resources Department.

ARTICLE XI: SICK LEAVE BANK

Section A. Purpose:

The Weymouth Unit D Sick Leave Bank shall require all members of the unit to participate in accordance with the provisions herein and, for those Members whose accumulated sick leave has been exhausted due

to prolonged illness, the Sick Leave Bank shall provide access to additional sick leave. The Sick Leave Bank is designed to be used for prolonged illness.

Section B. General Provisions:

1. The Sick Leave Bank shall be used only when the member applicant is prevented from working because of sickness or injury and when this disability is of a prolonged nature, which is ten (10) consecutive working days or more.
2. No eligible member applicant shall be entitled to receive any more than three (3) times the number of sick leave days allotted to them on the first day of the work year for use for a long-term illness for which days from the Sick Bank are requested.
3. A medical provider's certificate shall be required for benefits under the Sick Leave Bank. Any reapplication or extension of benefits from the Sick Leave Bank shall require updated medical certification from a medical provider. For the purposes of this Article and all other articles in this collective bargaining agreement referencing the term "medical provider," such term shall be defined as: Licensed or certified medical doctors, physician's assistants, nurse practitioners, or licensed mental health professionals.
4. The Sick Leave Bank shall cover prolonged illness, but only after the member applicant's accumulated sick days have been exhausted.
5. All participants in the Sick Leave Bank shall be eligible for sick leave bank days for a relapse of the same illness or for a second prolonged illness. The member applicant may be eligible for up to three (3) times the sick days allotted to them on the first day of school for such reconsideration of the same illness or a second prolonged illness.
6. In no case may the Sick Leave Bank be utilized for the care of immediate family members.
7. Members who work at the WHS ECEC or as Administrative Assistants shall contribute one (1) day of sick leave in their initial year as Unit D Members (2023-20245). Thereafter, these Members shall contribute as all other members do per this agreement.

Section C. Membership:

1. All Members shall be members of the Sick Leave Bank.
2. Membership shall be continuous.
3. No member shall be allowed to opt out of the Sick Leave Bank.
4. All members shall contribute one day annually.
5. Members hired after the beginning of the work year shall have a day deducted at that time.
6. No additional days shall be contributed by members until the number of days available in the Sick Leave Bank falls below one hundred and fifty (150) days; at such time, another day shall be deducted from all members.
7. No more than two (2) days shall be contributed by members of the Sick Leave Bank in any one (1) work year.
8. A member with no sick day to contribute may borrow a day from their next annual allotment.

9. All days held in the Sick Leave Bank shall be carried over from one year to the next.
10. At no time shall the total number of days in the Sick Leave Bank exceed 1,500.
11. Any balance of days granted by the joint WEA/WPS Sick Bank Committee that are not used by a recipient of the Sick Leave Bank shall be returned to the Sick Leave Bank.
12. Sick Leave Bank days shall be used for personal illness and injury and not for the care of a sick or injured family member.

Section D. Administration:

1. The Sick Leave Bank shall be jointly administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee.
2. The Superintendent or their designee shall be the non-voting secretary.
3. All requests for use of the sick Bank days shall be directed to this committee which shall be named the Sick Bank Committee.
4. The Sick Bank Committee shall determine:
 - a. Whether the member applicant is eligible for the allocation of sick leave days from the Sick Leave Bank in accordance with the provisions of this Article.
 - b. If the member applicant is determined to be eligible pursuant to item D.4.a. above, how many days shall be allocated to the member applicant from the Sick Leave Bank.
5. In the event of a tie vote, the tie shall be broken by an individual mutually agreed upon by the parties. Should the parties be unable to reach agreement on an individual, after good faith efforts, this issue alone shall be subject to the grievance and arbitration procedures under the contract.
6. The provisions of the Sick Bank are not subject to grievance or arbitration procedures, nor shall the final decisions of the Sick Bank Committee be subject to grievance or arbitration procedures.

ARTICLE XII: SICK LEAVE

Section A. Sick Leave Accumulation:

1. All full-time members shall receive sick leave with full pay up to fifteen (15) days in each school year while they are serving as a full-time Unit D member in the District.
2. Days shall be credited on the first full Member workday of each school year.
3. The yearly allotment of sick leave for members working part-time shall be prorated.
4. Any member may accumulate full paid sick leave from year to year, up to a maximum of one hundred and eighty-four (184) days.
5. Members shall be notified of the extent of their accumulated sick leave no later than November 1st of the current school year.

Section B. A member may utilize sick leave for absences due to their own personal illness, injury, or disability.

Section C. Immediate Family Member's Illness

1. A member may utilize up to five (5) days sick leave per work year for absences due to an immediate family member's illness (See Article X, Section 1 for definition of "immediate family member").
2. Extensions beyond stated sick leave for family illnesses may be allowed in exceptional circumstances at the discretion of the Superintendent or their designee.

Section D. A member may claim sick leave in half or whole day increments.

Section E. A member using accumulated sick leave shall submit a written statement from a medical provider affirming that personal ill health makes absence necessary when such absence extends beyond four (4) consecutive school days and every ten (10) consecutive school days thereafter.

Section F. Incentive: If a member has no sick absences in a given school year, the member shall receive a payment of \$250 in a lump sum payable on or before the first pay period in December of the following school year.

Section G. Sick Leave Buy Back

Upon death while actively employed by the Weymouth Public Schools or upon resignation from Weymouth Public Schools for the purpose of retirement within 12 months from the Weymouth Public Schools a member is entitled to forty dollars (\$40) per accumulated sick day up to a maximum of \$4,500.

ARTICLE XIII: HEALTH & SAFETY

Section A. The School Committee and the Association are committed to maintaining a safe and healthful workplace. Members who identify concerns related to workplace health and safety should bring them to the attention of the building Principal.

Section B. The Committee, with the assistance of the Association, shall implement a Health and Safety Committee composed equally of administrators designated by the Superintendent and educators designated by the Association President.

1. This Committee shall be combined with the Unit A Health and Safety Committee.
2. This body shall issue reports and make appropriate recommendations annually to both parties.

Section C. Members who are not required to have safety care training per their assignment, shall be provided information and/or training related to de-escalation and use of common language.

1. The Parties agree to create a Joint Labor Management Committee to convene during the 2024-2025 school year to discuss safety care training for members and where to access training opportunities with a goal of implementation at the beginning of the 2025-2026 school year. The JLMC shall be comprised of up to four (4) members of WEA and up to four (4) Committee representatives. The JLMC's first meeting shall be no later than November 1, 2024. The JLMC shall provide recommendations to the Committee and Administration no later than June 1, 2025.

Section D. Early Childhood Education Center (ECEC) at WHS

1. The district shall maintain temperature requirements in accordance with the Massachusetts Department of Early Education and Care guidelines.

2. Work Smocks
 - a. Childcare Specialists who work at the WHS ECEC shall be provided with five (5) new work smocks.
 - b. Members shall have the right to wash and dry these smocks at work.
3. The District shall guarantee the child(ren) to staff ratios in accordance with the Massachusetts Department of Early Education and Care guidelines.

- Section E. All Members shall report as soon as reasonably possible and in writing, to their respective Principal or Coordinator, all cases of workplace injury including, but not limited to, physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Title IX Policy and the District's Acceptable Use Policy by which staff members are targeted.
1. A copy of such report shall be forwarded by the Principal or their designee to the Superintendent or their designee within two (2) business days.
 2. Within ten (10) days of the receipt of an injury report that results in missed time from work (verified by a medical provider), the Principal and Superintendent or their designee shall meet with the Member to debrief the events leading up to the injury.
 3. The Principal and the Superintendent, or their designee shall determine whether additional steps need to be taken to ensure the safety of the Member.

ARTICLE XIV: EVALUATION

- Section A. All monitoring of observation of the work performance of a Member shall be conducted openly and with the full knowledge of the Member.
- Section B. The use of the public address system, video or any other audio system shall be strictly prohibited as an evaluation device.
- Section C. One designated evaluator shall evaluate each Member.
1. By October 15 of each school year, the Member shall be told who the evaluator will be.
 2. If it is necessary to change the evaluator during the course of the school year, the Member shall be promptly notified of said change.
- Section D. Members shall be given a copy of any formal evaluation report prepared by their evaluator in a sealed envelope and shall have the right to schedule a private meeting, time and place to be agreeable to both parties, to discuss the report.
- Section E. The evaluation instrument is attached as Appendix B. Two evaluations shall be completed each school year.
1. A mid-year formative evaluation shall be completed by February 1st.
 2. The final summative evaluation shall be completed no later than June 1st of the school year.

- Section F. Upon written request given twenty-four (24) hours in advance, the Superintendent shall make available the personnel file of a Member to said Member and they shall be permitted to make copies of said personnel file.
- Section G. If any material of a derogatory nature is placed in a Member's file, a copy shall be provided to the Member.
1. The Member shall acknowledge that they have reviewed such material by signing their name to the copy to be filed in their personnel file.
 2. The Member's signature shall only indicate that they have received the material.
 3. The Member shall also have the right to submit a written response to such material, which shall be attached to the copy placed in their file.
- Section H. Any complaint lodged against a Member shall be brought to the attention of said Member. All anonymous complaints shall be disregarded, except those which are criminal in nature.
- Section I. Early Childcare Education Center
1. Because the nature of the work at the WHS ECEC is unique and guided by specific standards for very early childhood, a JLMC shall be formed with two (2) Members designated by the WEA and two (2) Members designated by the Superintendent to:
 - a. Develop an evaluation tool for the members who work at the WHS ECEC; and
 - b. Develop a job description for all members at the WHS ECEC.
 2. A draft job description for all members of the WHS ECEC shall be submitted to the School Committee no later than June 30, 2024 and the School Committee shall decide on a final job description no later than August 31, 2024.
 3. The agreed upon evaluation tool shall be implemented in the 2025-2026 school year.
- Section J. Administrative Assistants
1. A JLMC shall be formed with two (2) Members designated by the WEA and two (2) Members designated by the Superintendent to:
 - a. Develop an evaluation tool for all Administrative Assistants.
 - b. Develop job description for each Administrative Assistant title.

ARTICLE XV: WORKSPACE FOR ADMINISTRATIVE ASSISTANTS

- Section A. Each Administrative Assistant's workspace shall consist of:
1. A safe and secure space, where they may lock personal items, which may be a locking drawer or other locking compartment;
 2. A desk and clerical office chair;
 3. Access to a network-linked computer and related technology needed for their role;

4. A working phone system to communicate with administrators, staff, and the public;
5. A designated walkie talkie accessible to the Member in every office for the exclusive use of Administrative Assistants in communication with other walkie talkie users;
6. Access to a fully supplied and clean staff-only restroom;
7. Access to a private space, other than a bathroom, which is free from intrusion of others, for nursing mothers to express breast milk pursuant to state and federal law.

Section B. Student Supervision

Should student(s) require supervision by an Administrative Assistant:

1. There shall be no more than three (3) students per Administrative Assistant at any given time.
2. Supervision shall be no longer than a cumulative total of forty-five (45) minutes in a day.

ARTICLE XVI: REDUCTION IN FORCE

Section A. The School Committee shall determine the number of Unit D Members for each school year.

Section B. In the event of a reduction in force, Members who have good cause status in the school year in which the layoff is to be effective, who are impacted by a reduction, shall receive notice of the layoff not less than thirty (30) days prior to the effective date of said layoff.

Section C. Should any position covered by this Agreement be eliminated through Reduction in Force, the affected member has bumping rights into any position covered by this agreement, provided the affected Member has the proper credentials required by the position.

Section D. The determination of Unit D Members to be laid off shall be based upon the following:

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

Section E. Recall

1. There shall be a recall period of twenty-four (24) months from the date of the layoff.
2. Upon return during said recall period, all rights and benefits that had accrued prior to the layoff shall be restored to the Member.
3. Recall shall be done in the reverse order of the layoff.
4. The District shall notify a Member of a recall opportunity by email, copied to the WEA president.
5. The Member shall have ten (10) business days to respond to the District.

6. If the Member fails to respond within ten (10) business days, the Member shall be deemed to have refused the recall opportunity and shall be removed from the recall list.
7. It is the Member's responsibility to update the District with their personal email address during this recall period.
8. The Member shall have the right to refuse a job offering during that twenty-four-month recall period; provided, the job offering is substantially dissimilar to the position from which the Member was laid off.
9. If the Member accepts a job offering to a substantially dissimilar position, the Member shall not lose their recall rights for the remainder of the recall period; however, if a similar position becomes available during the school year, said Member shall remain in the position they accepted for that school year and shall be eligible for the similar position for the next school year.
10. If a Member refuses a job offering to a substantially similar position, they shall be removed from the recall list.

ARTICLE XVII: SENIORITY

Seniority shall mean the length of continuous employment in the Weymouth School System in the bargaining unit from the initial date of hire. (In the event of a tie, lots shall be drawn to establish the placement on the list.

Section A. Leaves of absence shall not be considered as breaks in continuous employment, however, such leave shall not be counted as years, months, and days for the purpose of this definition of seniority. Leaves referred to herein shall be defined as those unpaid days which were mutually agreed upon by both the School Committee and the Member.

Section B. Persons who have been employed in consecutive, but not complete school years shall be considered continuously employed and shall have their paid time during any incomplete (yet consecutive) school years calculated (for purposes of seniority) by the months and days in which they were Unit D Members.

Section C. The seniority List shall be prepared by the Committee by November 1st of each year. The Association shall promulgate the Seniority List to each Member within thirty (30) calendar days after receipt of said list from the Committee.

Section D. Any Member who wishes to challenge their position on the Seniority List shall submit the challenge in writing setting forth the basis of their challenge to the President of the Association but, in any event, no later than January 1st.

1. Thereafter, any challenges remaining unresolved shall be forwarded to the Committee on or before January 15th (in the first year of this Agreement the date shall be February 15th).
2. 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. The Panel shall render its decision prior to March 1st (in the first year of the Agreement the date shall be April).
3. A Member who has filed timely in accordance with the provisions 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 said Panel.

4. The Member shall have the opportunity to clarify their challenge before the Panel; provided, however, they have submitted a request for said opportunity in writing to the President of the Association prior to the meeting of the Panel.

Section E. The decision of a majority of the Panel shall be final and binding on the Member and the Committee.

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

Section G. 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 1st list, then the promulgated list shall be the final list.

ARTICLE XVIII: EXTENDED SCHOOL YEAR (ESY)

Section A. ESY Assignment

1. No Member shall be required to work during ESY.
2. Posting Positions
 - a. Open ESP positions shall be posted for hiring and members shall have the opportunity to apply for these positions if they so choose.
 - b. Posting for open ESP positions shall include the number of hours per week and the rate of pay per hour.

Section B. ESY Working Conditions

1. Members shall be provided with notice of their role(s) and assignment.
2. Set-Up and Takedown Time
 - a. Members who are in the role of ESY Teacher shall be paid for three (3) hours for set-up on the workday prior to the start of ESY and one (1) hour for takedown on the last day of ESY.
 - b. Members who are in the role of ESY ESP shall be paid for two (2) hours for set-up on the workday prior to the start of ESY and one (1) hour for takedown on the last day of ESY.
 - c. Any additional set-up or take down time that is requested of the Member by administration shall be compensated at the hourly rate.
3. Prior to the start of ESY, All Members shall participate in an ESY meeting lasting no longer than one and a half (1.5) hours prior to the start of ESY.

Section C. Compensation

1. Members shall be compensated at the negotiated rate for the role (i.e. ESP, ABA, RBT) that they shall fulfill.
2. Members who are hired as ESY Teachers shall earn the ESY Teacher rate as set by the district. In no case shall a member earn less than their currently hourly rate.

3. Any member who is hired as an ESY Coordinator shall earn the ESY Coordinator rate as set by the district.
4. Members shall be placed on the same step as they are for the regular school year work assignment for the role that they are hired for ESY (i.e. RBT, ABA, etc.).

ARTICLE XIX: WAGES

- Section A. See Appendix A for all wage scales.
- Section B. Should it be determined by the Administrator of Special Education and/or the Coordinator of Health Services that, once assigned, additional training beyond that of CNA certification is required, the District shall provide any such training at no cost to the Member.
- Section C. In circumstances where any Member, including a CNA, is assigned to a student whose needs require the Member to regularly assist with toileting, feeding, special medical equipment, or any similar task, it is understood that prior to hire or transfer, the Member shall be informed of the following:
1. The expectations of the Member and the specific needs of the student.
 2. The assigned supervisor the Member is to report to and receive support from.
 3. The storage location of appropriate equipment, supplies, and materials.
 4. The plan for the needs of the student in the event the Member is absent.
- Section D. All members covered by this Collective Bargaining Agreement shall participate in direct deposit.
- Section E. All members shall be paid bi-weekly.
- Section F. During the interview process, the District shall provide all candidates with a copy of the current wage scale and access/links to current Collective Bargaining Agreements. The District shall also provide employees with their placement on the wage scale as part of their onboarding process.

ARTICLE XX: PAY PERIODS

- Section A. At the beginning of each school year, members shall be given the option of receiving either twenty-one (21) or twenty-six (26) paychecks over the subsequent twelve (12) months starting in September. Their selection shall remain binding for that period of time. They shall be given the option of changing their number of paychecks each year.
1. In the event a member 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.
 2. Additionally, a member electing the 26-payment plan has the option of receiving their summer pay in one lump sum providing they notify 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.
- Section B. Newly Hired Members
1. Newly hired members shall only have the options provided for in Section A if they are hired before September 10.

2. Newly hired members who commence their employment in the District after September 10 shall receive compensation over the remaining number of paychecks in the school year.
3. Newly hired members shall have the option outlined in item A above at the beginning of the school year subsequent to their hiring.

ARTICLE XXI: BENEFITS

- Section A. Each member who is an "employee" as defined in M.G.L. CH. 32 B s.2 shall be eligible for all of the benefits of the group health and life insurance program offered by the Town of Weymouth.
- Section B. Each member shall be eligible for membership in the retirement system of the Town of Weymouth.
- Section C. The children of employees of the Weymouth Public Schools shall be given priority (after student parents) in the process of selecting participants in the Weymouth School Department Child Care Center.

ARTICLE XXII: SUBSTITUTING/COVERAGE PAY

- Section A. Substituting for any member
1. Full Day Substitute: When assigned to substitute for any member, the member shall receive two (2) additional hours of pay at the member's regular hourly rate of pay, if they substitute for a full day.
 2. Half Day Substitute: When assigned to substitute for any member for ½ day, the member shall receive one (1) additional hour of pay at the member's regular hourly rate of pay, if they substitute for a half day.
 3. The calculation of full day and half-day per the contractual hours may be calculated over a two-week period of time to equal a full or half day and that the member must submit a timesheet purpose specifying times of coverage over the two-week period.
 4. The coverage time may be carried over a two-week period.
- Section B. When substituting for a Unit A member, members shall not be responsible for designing or preparing lessons or materials.

ARTICLE XXIII: LONGEVITY

- Section A. An annual payment will be made to qualifying members of the bargaining unit according to the following:
- Upon completion of eight (8) consecutive years \$750.00
 - Upon completion of thirteen (13) consecutive years \$1,013.00
 - Upon completion of eighteen (18) consecutive years \$1,500.00
- Section B. Longevity earnings shall be calculated using the member's start date (anniversary of employment).

ARTICLE XXIV: PROFESSIONAL DEVELOPMENT

- Section A. The Committee agrees to reimburse members for the cost of all professional development required by the Committee.
- Section B. With prior approval from the Superintendent or their designee, members shall have the right to be reimbursed for the cost of seminars, workshops or other forms of professional development that are directly connected to their job responsibilities, duties, and/or skill sets when such professional development occurs outside of the workday. The decision of the Superintendent is not subject to the grievance and arbitration process.
- Section C. With prior approval from the Superintendent or their designee, Members shall be eligible for reimbursement to a maximum of the costs equivalent to taking a three (3) credit hour post-secondary level course at Bridgewater State University.
1. Reimbursement shall be paid to the Member following:
 - a. successful completion of coursework as evidenced by a grade of B (or its equivalent, e.g. "pass" or "credit") or better, subject to the limits of Section C.3 below.
 - b. Submission to the District of proof of payment for the course(s).
 2. To be eligible for reimbursement, coursework must be directly connected to the Member's job responsibilities, duties, and/or skill sets.
 3. Each fiscal year, there shall be eight thousand dollars (\$8,000) available for the summer semester, eight thousand dollars (\$8,000), available for the fall semester, and eight thousand dollars (\$8,000) available for the spring semester, for an annual budget of twenty-four thousand dollars (\$24,000).
 - a. Any monies not used in the summer semester shall be rolled over to the fall semester and from the fall to the spring semester.
 - b. Any monies not used in the spring semester shall be used to reimburse members, if any, who applied for reimbursement earlier in the year and were denied due to lack of funds.
 - c. The decision of the Superintendent is not subject to the grievance and arbitration process.
 - d. In the event the demand for course reimbursement exceeds the amount available in a semester, first priority shall be given to Members who are applying for courses for a degree or certificate program, most notably in the area of Special Education. Next, reimbursement shall be provided on a first-come, first-served basis; however, Members who are making an application for their first course of the year shall be given preference over Members who are applying for a second or third course.
- Section D. Subject to the prior approval of the Superintendent or their designee, members shall be reimbursed up to two hundred dollars (\$200) for expenses incurred while attending approved conferences or workshops. Total expenditures for this provision shall not exceed five thousand (\$5,000) dollars per year.
- Section E. Professional Development Facilitation

Members who develop and facilitate for in-district professional development day, shall receive a stipend of \$150.00 for each solo presentation. When more than one member is facilitating the same presentation, the stipend shall be prorated.

1. Professional development proposals must be submitted and approved by the Superintendent or their designee prior to presenting.
2. Professional development proposals shall align with the guidelines of the Massachusetts Standards for Professional Development.

ARTICLE XXV: MENTORING

- Section A. The Parties agree to convene a JLMC starting in September 2024 to develop a mentoring system for Unit D members with the goal of implementation in the 2025-2026 school year. The JLMC shall be comprised of equal numbers of Members assigned by the Association and Administrators assigned by the District and there shall be no fewer than four (4) members on the JLMC.
- Section B. The purpose of the JLMC shall be to design an “ESP Mentoring Program for Unit D”: to determine and establish the guidelines and expectations for mentors and mentees, necessary material supports, qualification requirements for mentors, program requirements, training modules, and any other mutually agreed parameters or tools for the Mentoring Program.
- Section C. All newly hired members of the Bargaining Unit shall participate in the mentoring program beginning in the 2025-2026 school year.
- Section D. The District and Association shall collaborate to maintain by mutual agreement a list of qualified and willing Members who may serve as mentors.
- Section E. Starting in the 2025-2026 school year; within the first two (2) weeks of the qualifying Member’s hire date into Unit D, the Association shall work with the Member to select and assign their Mentor from the list of qualified mentors.
- Section F. If for any reason at any time the selected mentor shall be unavailable to serve as a mentor, the mentor shall notify the district and the Association shall then work with the Member to select and assign a new Mentor from the list of qualified mentors.
- Section G. Mentors shall receive an annual stipend of one hundred and fifty dollars (\$150) for each newly hired member they are assigned to mentor.

ARTICLE XXVI: SUPERVISION HOURS FOR RBTs

- Section A. Supervision Guarantee: The District shall assure that RBT Members receive supervision with an assigned BCBA supervisor in accordance with the requirements of the Behavior Analysts Certification Board (BACB).
- Section B. The purpose of RBT Supervision by a BCBA shall be to support the Member in meeting the annual RBT certificate maintenance requirements and shall have no bearing on a Member’s employment status or formal evaluation.

ARTICLE XXVII: DATA COLLECTION

Any data that needs to be collected and which requires the professional expertise of a BCBA to analyze and interpret for evaluative and programmatic purposes shall be collected by a trained ABA/RBT hired for that role. Other members shall neither be required nor asked to collect such data.

ARTICLE XXVIII: TECHNOLOGY

- Section A. The District shall have a computer device (laptops, desktops, Chromebooks, etc.) available for all Members during professional development.
- Section B. The District shall issue a computer device (laptops, Chromebooks, etc.) to all Members providing educational services to students.
- Section C. For the safety and well-being of staff and students:
1. The District shall issue access key fobs to all Members.
 2. The District shall also provide walkie talkies to the central office at each school.
 - a. These walkie talkies may be signed out by Members.
 - b. Early Childhood and Primary Schools shall have two (2) walkie talkies in each office; the Middle School shall have four (4) in each office; and the High School shall have four (4) walkie talkies on each side of the building for a total of eight (8) walkie talkies.
 - c. Allocation of additional walkie talkies to the buildings shall be done in consultation between the Director of Special Education and Building Principals.
 - d. Building Principals shall be responsible for the immediate delegation of additional walkie talkies to Unit D members on an as-needed basis.

ARTICLE XXIX: PROBATIONARY PERIODS & STATUS

- Section A. Every Member, whose services are engaged by the School District, whether on a full or part-time basis, shall be considered a probationary Member for the first ninety (90) workdays of employment. The School District may dismiss a Member without cause during the probationary period.
- Section B. Non-Probationary Members without Status
1. Members who have exceeded the probationary period but have worked for fewer than three consecutive school years shall be considered Members without Status.
 2. Members without Status may be non-renewed at the end of the first, second, and third school years and that non-renewal shall not be considered a termination per this article.
- Section C. Members who have worked for three (3) or more consecutive years (as determined by date of hire) shall be considered Members with just cause status.

ARTICLE XXX: TERMINATION

- Section A. When the Superintendent determines there is good cause for termination of a non-probationary, non-status member, or just cause for a member with status, the Superintendent shall:

1. Provide the member and the Association with a letter of notification of intent to terminate the Member's employment in advance of a termination meeting, detailing the following:
 - a. The intent to terminate the Member.
 - b. The date, time, and location of the meeting to discuss termination.
 - c. The right of the Member to have representation in the meeting.
 - d. A summary of the reason(s) for termination.
2. Provide the member a notice of termination and shall include reason for termination and copies of any documentation that the employer is relying on.

Section C. Terminated members shall have the right to place a letter of response to their termination in their district employment file.

Section D. Terminated members shall have the right to a full copy of their district employment file. Upon request, terminated members shall have the right to collect their personal belongings.

Section E. Compensation for Terminated Members

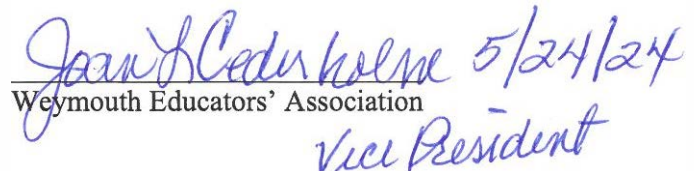
1. Terminated members shall, at a minimum, be paid for a full day of work their last day of employment in the district.
2. Upon termination, members shall be paid all compensation owed to them on the day of their termination.
3. The acceptance of final compensation shall not in any way establish an implied agreement with the member's termination.

ARTICLE XXXI: DURATION

This contract shall be effective for the period September 1, 2023 through August 31, 2026. Negotiations for a successor agreement may be opened by either party by giving notice to the other party on or after October 15, 2025. If negotiations for a successor agreement are not completed by August 31, 2026, the provisions of this agreement shall remain in full force and effect until a successor agreement is executed.

Signed this ____ day of April, 2024


Chairperson, Weymouth School Committee

 5/24/24
Weymouth Educators' Association
Vice President

APPENDIX A: WAGE SCALES

Unit D members are eligible to apply for specific stipend-eligible positions as outlined in the UNIT A contract, Appendix A.II.a.

2023-2024	ESP Hourly Rate	Certified Nursing Assistant Hourly Rate	
Step 2	\$22.51	\$23.51	29% increase; drop step 1 add new step @ 4%
Step 3	\$22.96	\$23.96	
Step 4	\$23.41	\$24.41	
Step 5	\$23.93	\$24.93	
Step 6	\$24.63	\$25.63	
Step 7	\$25.36	\$26.36	
Step 8	\$26.12	\$27.12	
Step 9	\$27.17	\$28.17	Super @ 3%
20 Yr Step	\$27.98		

2024-2025	ESP Hourly Rate	Certified Nursing Assistant Hourly Rate	
Step 2	\$23.30	\$24.33	3.5% raise
Step 3	\$23.77	\$24.80	
Step 4	\$24.23	\$25.27	
Step 5	\$24.77	\$25.80	
Step 6	\$25.49	\$26.52	
Step 7	\$26.25	\$27.28	
Step 8	\$27.04	\$28.07	
Step 9	\$28.12	\$29.15	
20 Yr Step	\$28.96		

2025-2026	ESP Hourly Rate	Certified Nursing Assistant Hourly Rate	
Step 2	\$24.00	\$25.06	3% raise
Step 3	\$24.48	\$25.54	
Step 4	\$24.96	\$26.03	
Step 5	\$25.51	\$26.58	
Step 6	\$26.25	\$27.32	
Step 7	\$27.04	\$28.10	
Step 8	\$27.85	\$28.91	
Step 9	\$28.96	\$30.03	
20 Yr Step	\$29.83		

2023-2024	WHS ECEC Childcare Specialist Hourly Rate	WHS Lead ECEC Childcare Specialist Hourly Rate	
Step 2	\$23.51	\$24.59	29% increase; drop step 1 add newstep @ 4%
Step 3	\$23.96	\$25.06	
Step 4	\$24.41	\$25.53	
Step 5	\$24.93	\$26.07	
Step 6	\$25.63	\$26.80	
Step 7	\$26.36	\$27.57	
Step 8	\$27.12	\$28.36	
Step 9	\$28.17	\$29.46	

2024-2025	WHS ECEC Childcare Specialist Hourly Rate	WHS Lead ECEC Childcare Specialist Hourly Rate	
Step 2	\$24.33	\$25.45	3.5% raise
Step 3	\$24.80	\$25.93	
Step 4	\$25.27	\$26.42	
Step 5	\$25.80	\$26.98	
Step 6	\$26.52	\$27.74	
Step 7	\$27.28	\$28.53	
Step 8	\$28.07	\$29.36	
Step 9	\$29.16	\$30.49	

2025-2026	WHS ECEC Childcare Specialist Hourly Rate	WHS Lead ECEC Childcare Specialist Hourly Rate	
Step 2	\$25.06	\$26.21	3% raise
Step 3	\$25.54	\$26.71	
Step 4	\$26.03	\$27.22	
Step 5	\$26.58	\$27.79	
Step 6	\$27.32	\$28.57	
Step 7	\$28.10	\$29.39	
Step 8	\$28.91	\$30.24	
Step 9	\$30.03	\$31.40	

2023-2024	ABA Hourly Rate	Registered Behavioral Technician Hourly Rate	
Step 1	\$34.22	\$35.93	29% increase; add new step @ 4%
Step 2	\$34.97	\$36.72	
Step 3	\$35.72	\$37.51	
Step 4	\$36.49	\$38.32	
Step 5	\$37.59	\$39.47	
Step 6	\$38.73	\$40.66	
Step 7	\$40.27	\$42.29	

2024-2025	ABA Hourly Rate	Registered Behavioral Technician Hourly Rate	
Step 1	\$35.42	\$37.19	3.5% raise
Step 2	\$36.20	\$38.01	
Step 3	\$36.97	\$38.82	
Step 4	\$37.77	\$39.66	
Step 5	\$38.91	\$40.85	
Step 6	\$40.08	\$42.09	
Step 7	\$41.68	\$43.77	
Step 8	\$42.73	\$44.86	new step @ 2.5%

2025-2026	ABA Hourly Rate	Registered Behavioral Technician Hourly Rate	
Step 1	\$36.48	\$38.31	3% raise
Step 2	\$37.28	\$39.15	
Step 3	\$38.08	\$39.98	
Step 4	\$38.90	\$40.85	
Step 5	\$40.07	\$42.08	
Step 6	\$41.28	\$43.35	
Step 7	\$42.93	\$45.08	
Step 8	\$44.01	\$46.21	new step @ 2.5%
Step 9	\$45.11	\$47.36	

2023-2024	Administrative Assistant Hourly Rate	Lead Administrative Assistant Hourly Rate	
Step 1	\$22.51	\$29.26	Add 2 new steps @ 4% each
Step 2	\$22.96	\$29.85	
Step 3	\$23.41	\$30.44	
Step 4	\$23.93	\$31.11	
Step 5	\$24.63	\$32.01	
Step 6	\$25.36	\$32.97	
Step 7	\$26.12	\$33.96	
Step 8	\$27.17	\$35.32	
Step 9	\$28.25	\$36.73	

2024-2025	Administrative Assistant Hourly Rate	Lead Administrative Assistant Hourly Rate	
Step 1	\$23.30	\$30.29	3.5% raise
Step 2	\$23.77	\$30.90	
Step 3	\$24.23	\$31.50	
Step 4	\$24.77	\$32.20	
Step 5	\$25.49	\$33.13	
Step 6	\$26.25	\$34.12	
Step 7	\$27.04	\$35.15	
Step 8	\$28.12	\$36.55	
Step 9	\$29.24	\$38.02	

2025-2026	Administrative Assistant Hourly Rate	Lead Administrative Assistant Hourly Rate	
Step 1	\$24.00	\$31.20	3% raise
Step 2	\$24.48	\$31.82	
Step 3	\$24.96	\$32.45	
Step 4	\$25.51	\$33.16	
Step 5	\$26.25	\$34.13	
Step 6	\$27.04	\$35.15	
Step 7	\$27.85	\$36.20	
Step 8	\$28.96	\$37.65	
Step 9	\$30.12	\$39.16	

APPENDIX B: EVALUATION TOOLS

1. ESP Evaluation (begins on next page)

Educational Support Professional (ESP) Evaluation: Formative Evidence Collection

Name: Maryann Foley

Author: Self-Evaluation

Share: On

Professional Responsibilities

Evidence and Comments:

Student Centered Responsibilities

Evidence and Comments:

ABA Specific

Evidence and Comments:

*** Employee Signature:**

- no signature -

*** Evaluator Signature:**

- no signature -

Educational Support Professional (ESP) Evaluation: January Formative

Name: Maryann Foley

Author: Self-Evaluation

Share: On

- ☐ Clerical
- ☐ Clerical Health
- ☐ ESP (Program Support, Inclusion, 1:1, Instructional Support)
- ☐ Security
- ☐ Library
- ☐ ABA
- ☐ CNA

Program:

Student Initials/Grade:

Rating Key

Exemplary: Performance consistently and effectively meets and frequently exceeds job requirements

Proficient: Performance consistently and effectively meets job requirements

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

Unsatisfactory: Performance does not meet job requirements

N/A: Not applicable

Professional Responsibilities

Maintains regular attendance, is punctual and follows procedures for reporting absences/late arrivals

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Maintains a professional appearance and positive demeanor

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Uses technology and devices appropriately and according to the district's acceptable use policy

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Seeks ways to improve skills through ongoing professional development and collaboration

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Demonstrates clear understanding of role & expectations

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Understands and complies with safety guidelines and emergency procedures

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Evaluator Evidence and Comments:

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Skills and Abilities

Displays interest and enthusiasm in work

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Demonstrates flexibility and adjusts to change

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Receptive to constructive feedback; responds and follows through on assignments

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Displays effective use of computers and other required technology

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Demonstrates discretion, confidentiality and ethical behavior

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Communicates professionally with colleagues, students and community members

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Evaluator Evidence and Comments:

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Student Centered Responsibilities

Respects and is responsive to individual differences

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Helps students to communicate in a positive manner and encourages student's effort and participation

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Works collaboratively with groups or individual students and adapts approaches to individual learning styles

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Brings concerns/issues through proper chain of command

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Maintains appropriate boundaries with families/parents

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Actively contributes to the progress of the student(s)

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Accurately collects data and maintains record keeping, if applicable

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Demonstrates knowledge of and adherence to basic classroom/school routines

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Works as a member of the team to provide services as delineated in the IEP of student(s) with identified needs to access the curriculum and to participate in school programs

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Encourages student effort and participation

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Evaluator Evidence and Comments:

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ABA Specific

Implements teaching procedures and IEP objectives as designed and directed by the teacher or BCBA (i.e. task analysis, discrete trials, naturalistic/incidental teaching)

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Implements de-escalation procedures as indicated by individual student plans and building protocol

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Collects behavior/academic data consistently and assists teacher/BCBA with assessment procedures when directed

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Adapts to students' prescribed communication methods as needed

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Evaluator Evidence and Comments:

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*** Evaluator Signature:**

- no signature -

Employee requests meeting with evaluator

☐ Yes

☐ No

*** Employee Signature:**

- no signature -

The employee's signature indicates that they have received the evaluation. It does not denote agreement with its content.
The employee may attach a rebuttal to this evaluation.

Educational Support Professional (ESP) Evaluation: Summative

Name: Maryann Foley

Author: Self-Evaluation

Share: On

- ☐ Clerical
- ☐ Clerical Health
- ☐ ESP (Program Support, Inclusion, 1:1, Instructional Support)
- ☐ Security
- ☐ Library
- ☐ ABA
- ☐ CNA

Program:

Student Initials/Grade:

Rating Key

Exemplary: Performance consistently and effectively meets and frequently exceeds job requirements

Proficient: Performance consistently and effectively meets job requirements

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

Unsatisfactory: Performance does not meet job requirements

N/A: Not applicable

Professional Responsibilities

Maintains regular attendance, is punctual and follows procedures for reporting absences/late arrivals

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Maintains a professional appearance and positive demeanor

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Uses technology and devices appropriately and according to the district's acceptable use policy

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Seeks ways to improve skills through ongoing professional development and collaboration

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Demonstrates clear understanding of role & expectations

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Understands and complies with safety guidelines and emergency procedures

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Evaluator Evidence and Comments:

--

Skills and Abilities

Displays interest and enthusiasm in work

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Demonstrates flexibility and adjusts to change

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Receptive to constructive feedback; responds and follows through on assignments

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Displays effective use of computers and other required technology

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Demonstrates discretion, confidentiality and ethical behavior

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Communicates professionally with colleagues, students and community members

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Evaluator Evidence and Comments:

--

Student Centered Responsibilities

Respects and is responsive to individual differences

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Helps students to communicate in a positive manner and encourages student's effort and participation

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Works collaboratively with groups or individual students and adapts approaches to individual learning styles

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Brings concerns/issues through proper chain of command

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Maintains appropriate boundaries with families/parents

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Actively contributes to the progress of the student(s)

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Accurately collects data and maintains record keeping, if applicable

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Demonstrates knowledge of and adherence to basic classroom/school routines

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Works as a member of the team to provide services as delineated in the IEP of student(s) with identified needs to access the curriculum and to participate in school programs

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
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Encourages student effort and participation

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Evaluator Evidence and Comments:

--

ABA Specific

Implements teaching procedures and IEP objectives as designed and directed by the teacher or BCBA (i.e. task analysis, discrete trials, naturalistic/incidental teaching)

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Implements de-escalation procedures as indicated by individual student plans and building protocol

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Collects behavior/academic data consistently and assists teacher/BCBA with assessment procedures when directed

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Adapts to students' prescribed communication methods as needed

Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
-----------	------------	-------------------	----------------	-----

Evaluator Evidence and Comments:

--

*** Evaluator Signature:**

- no signature -

Employee requests meeting with evaluator

☐ Yes

☐ No

*** Employee Signature:**

- no signature -

The employee's signature indicates that they have received the evaluation. It does not denote agreement with its content.
The employee may attach a rebuttal to this evaluation.

Educational Support Professional (ESP) Evaluation: Summative Evidence Collection

Name: Maryann Foley

Author: Self-Evaluation

Share: On

Professional Responsibilities

Evidence and Comments:

Student Centered Responsibilities

Evidence and Comments:

ABA Specific

Evidence and Comments:

*** Employee Signature:**

- no signature -

*** Evaluator Signature:**

- no signature -

APPENDIX B: EVALUATIONS TOOLS (cont.)

2. ECEC Lead Teacher Evaluation Tool (pending JLMC)

APPENDIX B: EVALUATIONS TOOLS (cont.)

3. Administrative Assistant Evaluation Tool (pending JLMC)