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AGREEMENT BETWEEN THE
WAYLAND SCHOOL COMMITTEE
AND THE
WAYLAND TEACHERS' ASSOCIATION, INC.

July 1, 2010 – June 30, 2013

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**AGREEMENT BETWEEN
THE WAYLAND SCHOOL COMMITTEE
AND THE
WAYLAND TEACHERS' ASSOCIATION, INC.**

July 1, 2010 to June 30, 2013

This Agreement is made and entered into on the twenty-fifth day of October, 2010, by and between the SCHOOL COMMITTEE OF THE TOWN OF WAYLAND, (hereinafter referred to as the "COMMITTEE") and the WAYLAND TEACHERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION").

**ARTICLE I
RECOGNITION**

- A. In accord with the provisions of G. L. Chapter 150E, the COMMITTEE recognizes the ASSOCIATION as the exclusive representative for the purpose of collective bargaining of all employees in a bargaining unit consisting of professional teachers, librarians, counselors, and media specialists under contract to the Town of Wayland, but excluding the Superintendent of Schools, Assistant Superintendents, Administrative Assistants, Principals, Vice Principals, Athletic Director, teachers of Extended Day Kindergarten, Director of Elementary Curriculum Assessment and Accountability-Humanities, Director of Elementary Curriculum Assessment and Accountability-Math/Science/Technology, preschool teachers, teacher assistants, interns, and student teachers, as well as all other professional employees whose principal function consists of duties other than teaching or counseling.
- B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "teachers," and references to said teachers shall be without regard to sex unless specifically indicated.

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**ARTICLE II
NEGOTIATION PROCEDURE**

- A. Not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires, the COMMITTEE agrees to enter into negotiations with the ASSOCIATION in a good faith effort to reach a successor agreement covering teachers' wages, hours, and other conditions of employment. Such negotiations need not be limited to items covered by this Agreement. Any agreement reached will be reduced to writing and signed by the COMMITTEE and the ASSOCIATION. During negotiations, the COMMITTEE and the ASSOCIATION will present relevant data, exchange points of view, and make proposals and counterproposals.
- B. Upon request, the COMMITTEE will make available to the ASSOCIATION for inspection pertinent records of the Wayland school system, including preliminary budget proposals, which are ordinarily available to the public. Either party may, if it so desires, utilize the services of outside consultants.
- C. If either party is dissatisfied with the progress of negotiations or with the negotiator of the other party, it may request a meeting at which voting quorums representing both the COMMITTEE and the ASSOCIATION must be present. If an impasse is found by such a meeting to exist, the procedure described in Section 9 of Chapter 150E of the General Laws will be followed. The words "voting quorum" mean a body having authority to enact final acceptance, on behalf of the COMMITTEE or the ASSOCIATION, of the contract being negotiated.
- D. All negotiating sessions shall be closed to the public.

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**ARTICLE III
GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definitions

1. A “grievance” is a dispute concerning the interpretation or application of any of the provisions of this Agreement.
2. A “grievant” is a teacher, a group of teachers having the same grievance, or the ASSOCIATION.

B. General

1. Every effort shall be made to settle grievances, when they occur, at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The ASSOCIATION, on behalf of the grievant, and the COMMITTEE may be accompanied by representatives of their own choosing at any level of the grievance procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher to discuss a matter informally with any appropriate member of the administration, and to have it adjusted without the intervention of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this agreement or the provisions of G. L. Chapter 150E, Section 5.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum unless such time limits are extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, an effort will be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived.

4. Level One

- (a) The grievant shall submit the grievance in writing to the principal within ten (10) school days after the occurrence of the event or condition which gives rise to the grievance. The grievance shall specify with particularity the event or condition upon which it is based and the provisions of this Agreement which it is claimed are violated thereby. Incorrect identifications of provisions claimed violated shall not invalidate the grievance provided they were made in good faith. If an event giving rise to a grievance occurs during the month of June, the grievance shall be filed within fourteen (14) calendar days.
- (b) The teacher’s principal to whom the grievance is submitted will have ten (10) school days to meet with the grievant in an effort to resolve the grievance and to render a decision in writing. If a decision is not rendered, the grievance shall be deemed denied at the expiration of said period.

5. Level Two

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, h/she may, within ten (10) school days after the disposition at Level One, submit a written statement to the

Superintendent of Schools setting forth the facts upon which the grievance is based, and the ASSOCIATION shall submit, at the same time, its findings of fact as to the grievance.

- (b) The Superintendent or his/her designee shall meet with the grievant and a representative of the ASSOCIATION within ten (10) school days after receipt of said statement in an effort to resolve the same. In the event that the Superintendent or his/her designee fail to submit a written decision upon said grievance within fourteen (14) calendar days following the aforementioned meeting, the grievance shall be deemed denied at the expiration of fourteen (14) calendar days.

6. Level Three

- (a) If the grievant is not satisfied with the disposition of the grievance at Level Two, h/she may, within (10) school days after the disposition at Level Two, submit the grievance in writing to the COMMITTEE. At that time, the ASSOCIATION shall submit to the COMMITTEE a written statement of its findings of fact as to the grievance.
- (b) The COMMITTEE shall meet with the grievant and a representative of the ASSOCIATION within fourteen (14) calendar days after it has received the written grievance. In the event that the COMMITTEE shall fail to submit a written decision upon said grievance within fourteen (14) calendar days after the termination of such meeting or any adjournment thereof, the grievance shall be deemed denied at the expiration of said period.

7. Level Four

If the ASSOCIATION is not satisfied with the disposition of its grievance at Level Three, it may, within ten (10) school days after receipt of the decision at Level Three, but not thereafter, submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association. Arbitration hereunder shall be governed by the voluntary labor rules then applicable of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties hereto, provided that it is supported by substantial evidence and is consistent with the provisions of this Agreement. The costs for the service of the arbitrator, including per diem expenses, if any, will be borne equally by the ASSOCIATION and the COMMITTEE.

- 8. ASSOCIATION grievances shall be submitted in writing to the Superintendent at Level Two within ten (10) days after the occurrence of the event or condition which gives rise to the grievance. The grievance shall specify with particularity the event or condition upon which it is based and the provisions of this Agreement which it is claimed are violated thereby. In all other respects an ASSOCIATION grievance shall be pursued and processed in accordance with the procedures set forth in Levels Two through Four above.
- 9. The first written statement of the grievance must contain references to the exact Articles and Sections of this Agreement upon which the grievance is based. The failure to cite an Article shall preclude its being introduced at subsequent levels of this procedure.

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**ARTICLE IV
SALARIES**

A. Salaries

The salaries of all teachers are set forth in ARTICLE XXII.

B. Salary Payments

1. All teachers shall be paid bi-weekly in twenty-six (26) equal installments, or in some cases twenty-seven (27) equal installments depending upon the number of pay periods between September 1 and August 31, beginning with the first pay period in September, ending with a balloon payment on the last pay period in June, which includes payment which would be otherwise paid in July and August.
2. Teachers who are assigned to co-curricular duties shall receive the stipend(s) provided for in Article XXII paid to them in the paycheck following the submission of the “Annual Report for Co-curricular Activities.” A building principal shall provide written notification to a teacher that s/he has been appointed for a position for which a stipend is paid; the teacher shall not be expected to perform any duties, nor shall a teacher be compensated for performing any duties related to that position, until such notification is received by the teacher.

C. Summer Work

Teachers, including Department Heads, Team Leaders and Guidance Counselors who agree to work between July 1, 2010 and August 31, 2013 shall be compensated at the rate of three hundred twenty eight dollars (\$328).

The Association will be provided with the following information regarding the summer work account by October 1 of each school year: the names of the individuals who worked, the number of days worked, the amount paid to each individual, and the total expenditure.

D. Step Placement

All teachers will be placed on Step according to their years of experience and degree level with full credit given for prior experience. No adjustment for experience and course work completed prior to coming to Wayland which has not been stated and documented on the application will be made after the signing of the original contract. The COMMITTEE agrees to make applicants aware of these provisions regarding step placement.

E. Unsatisfactory Performance

1. Teachers on maximum whose overall performance for a school year has been evaluated as “unsatisfactory” (1) may have their salaries frozen at the amount in effect when the unsatisfactory evaluation was given. The salary will remain frozen until such time as the teacher’s overall performance is evaluated as “satisfactory” (3), or a degree of improvement that is acceptable to the evaluator (2), at which time the salary will be advanced to the then effective maximum amount for the appropriate degree column. The following procedure will be followed:
 - (a) By March 1, at least one evaluation of the teacher’s performance has been made by the primary evaluator and the teacher has been notified by the primary evaluator in writing and in person that his or her performance has been evaluated as unsatisfactory (1) or that his/her performance consisted of deficiencies that may result in his/her salary being frozen at the amount then in effect.
 - (b) Between April 1st and June 1st, at least one other evaluation has been made by the primary evaluator to ascertain whether or not the previous deficiencies have been corrected.
 - (c) In any event, the primary evaluator must notify the teacher on or before June 15th of his/her decision to recommend freezing a teacher’s salary. Said recommendation will be reviewed by the Superintendent who in his/her sole discretion will make the final determination to implement the recommendation.

- (d) In no event may a teacher's salary be frozen for more than two consecutive school years.
- 2. The School Committee agrees that it will annually budget sufficient monies to pay the then effective maximum rates for all teachers whose years of experience qualify them for placement on maximum. Any monies not paid as a result of the operation of unsatisfactory evaluations will be expended on "summer work" involving members of the Wayland Teachers' Association, Inc. unit in accordance with the rates established by Section C. of this Article prior to the end of the fiscal year.

F. Group Insurance

- 1. Effective for FY 2012, all teachers enrolled in an HMO will transfer to one of the Rate Saver Plans (RSP) offered by the Town:
 - (a) BCBS – Blue Choice RSP
 - (b) Fallon Direct Care RSP
 - (c) Fallon Select Care RSP
 - (d) Harvard Pilgrim HMO RSP
 - (e) Tufts Navigator RSP
- 2. Effective for FY 2012, the Town contribution rates for RSPs will be as follows:
 - (a) Family Plans: 64%
 - (b) Individual Plans: 74%

For those bargaining unit members who are currently enrolled in RSPs, the Town of Wayland shall subsidize 100% of the increase in the contribution rates during the 2011-2012 contract year, and shall subsidize 50% of the increase in the contribution rate during the 2012-2013 contract year. The subsidy shall not be effective after the 2012-2013 contract year.

- 3. Effective July 1, 2008, part-time employees will contribute to health insurance plans at the rate of 50%. All part-time employees hired and working prior to June 30, 2008, and who participated in the health insurance plan offered by the Town of Wayland prior to June 30, 2008, will be grandfathered so that their contribution rate for any health insurance plan offered by the Town of Wayland will be consistent with the contribution rates paid by full-time employees in the same plan.
- 4. For the 2011-2012 and the 2012-2013 contract years, and for the 2013-2014 fiscal year, the Town of Wayland shall establish a Health Reimbursement Arrangement (HRA), the terms of which are included in a side letter of agreement.
- 5. Dental coverage: The Committee shall advocate with the Town to explore options for better plans. The Association shall work with the Insurance Advisory Committee to obtain and consider information about better options.
- 6. Should the Town of Wayland ever cease to offer the current Long Term Disability plan in which employees may participate, the Town of Wayland will assign a payroll deduction slot for teachers to participate in the Massachusetts Teachers' Association disability insurance plan. The WTA will inform the Committee of the premium amounts of the plan, along with deduction authorizations for those employees who are eligible for and wish to participate in the plan.

G. Payroll Adjustments

Payroll adjustments will be made with the first payday in December and the last payday in June. Adjustments will be retroactive to the date upon which documentation (e.g., transcripts, letters from deans or professors, etc.) has been received but not back to a prior fiscal year. Documentation must be submitted by June 1st. Teachers must notify the Assistant Superintendent for Curriculum and Personnel no later than February 1 of the preceding school year of the possibility that s/he will be eligible for a column change. Teachers who submit a complete application for salary lane change after June 30, which application is approved by the Superintendent or designee, will have their salary lane change go into effect in time for the first paycheck of the school year in September, provided the application packet is received in the Personnel Office by August 1 and all other requirements in this section are met.

H. Required Moves and Dislocations

Teachers who are required to pack and store their classroom materials in June and to unpack and again set up these materials before classes resume in the fall because of the use of these rooms by fee-based summer programs shall be compensated at a rate of pay equal to the summer work pay for that summer for each day of packing and unpacking, not to exceed two days.

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ARTICLE V TEACHING HOURS AND TEACHING LOADS

A. Workday

1. The workday for teachers shall be:

	M, T, R, F	W (Regular)	W (Systemwide)
High School:	7 hrs., 30 min.	7 hrs., 35 min.	8 hrs., 30 min.
Middle School:	7 hrs., 20 min.	7 hrs., 25 min.	8 hrs., 15 min.
Elementary:	7 hrs.	7 hrs., 5 min.	7 hrs., 15 min.

In the event that a building's hours of operation are going to be different from the hours of operation in effect as of June 30, 2004, the teachers in that building shall be notified of the change preferably by January 31, but no later than March 1 of the school year prior to the change.

Wednesday Inservice Workshops will be scheduled to begin within 15 minutes after the close of the student day and will last for no more than 90 minutes provided, however, that up to ten such days may involve systemwide programs which will be scheduled to begin 15 minutes after the latest school closing and will end no later than 3:45. The last day of the school year at the elementary level shall be an early release day schedule, except that the Committee has the option of scheduling a full day, rather than an early release day, on the Wednesday immediately preceding the last day of school.

The Superintendent of Schools will designate five inservice days at the Claypit Hill, Happy Hollow, and Loker Schools for "school based grade level and curriculum planning meetings." Every reasonable effort will be made to schedule these days in five different months of the school year.

One additional inservice Wednesday in the fall and one in the spring will be designated for parent-teacher conferences at the elementary level for a total of 10.5 hours for each parent-teacher conference cycle in the fall and in the spring. This provision shall go into effect during the 2011-2012 contract year.

2. No teacher shall be required to remain in the school building beyond the times specified above, except that on days preceding a holiday (when school is not scheduled), on the Friday before a Monday

holiday, and on the Friday or day before school vacation, h/she may leave thirty (30) minutes earlier. These times may be modified by the COMMITTEE (up to thirty [30] minutes), provided that in no case shall the length of the teacher workday be extended.

3. Teachers other than classroom teachers will work at their assigned tasks for at least the length of the classroom teacher's workday. It is recognized, however, that the proper performance of their duties may require them to work a workday that is longer than the classroom teacher's workday. The exact daily schedules will be determined on an individual basis.
4. A five-day regular kindergarten assignment shall be considered 65% of an F.T.E. for all purposes under this Agreement. Kindergarten teachers shall attend 65% of inservice programs. Principals, with input from kindergarten teachers, shall determine which inservice programs teachers should attend. The Principal will provide no less than a two-week notice of required attendance, except in an emergency.
5. Every reasonable effort will be made not to schedule a meeting during a teacher's preparation period. However, if a meeting is scheduled during a teacher's preparation time, then the principal will use best efforts to reschedule the lost preparation time within a reasonable period of time.

B. School Calendar

1. The COMMITTEE will present the proposed School Calendar for the succeeding school year to the ASSOCIATION by March 1st. Such calendar shall be designed substantially as it has been in the past. The teacher's work year shall consist of no more than one hundred eighty-two and one half (182½) days which days shall be scheduled between August 31st and June 30th.
2. The ASSOCIATION will present its reactions to the proposed calendar to the COMMITTEE by March 15th. If such reactions include objections, the COMMITTEE and the ASSOCIATION will meet on or before April 15 in an attempt to resolve their differences prior to the establishment of the final calendar by the COMMITTEE.
3. The contract year for Department Heads and Guidance Counselors will begin September 1 and end June 30. These personnel may be released by their Principal, subject to the approval of the Superintendent, prior to June 30, provided the work normally associated with the closing of school has been completed.
4. In the event of circumstances which prevent the use of one or more school buildings for more than five (5) scheduled school days, the COMMITTEE and the ASSOCIATION will meet and discuss the most practicable method of rescheduling the remaining time to reach as close to one hundred eighty (180) scheduled school days as possible, subject to approval by the State Department of Education, if necessary.

C. Teachers' schedules

1. It is desirable that all teachers have a duty-free lunch period of at least thirty (30) minutes, exclusive of student passing time.
2. With the exception of weeks with fewer than five school days and/or weeks in which special activities (e.g., field trips, assemblies, etc.) are scheduled, all teachers at Claypit Hill, Happy Hollow, and Loker Schools, except for Kindergarten, will have 225 minutes of unassigned time for personal preparation each week. Kindergarten teachers will have no less than 120 minutes for personal preparation each week. The Principals and the Superintendent or their designee will consult with the designees of the Association President regarding the implementation of this section.

3. Special education teachers may utilize one early release Wednesday per month to perform state- and federally-mandated requirements. In addition, a special education teacher may request up to two professional days per semester to perform such requirements. The scheduling of such days will be coordinated and approved by the Principal. In addition, a joint study committee shall review and analyze the long-term changes necessary to effectively deliver special education services in light of state- and federally-mandated requirements.
4. Secondary school teachers will, in addition to a duty-free lunch period, have one unassigned period each day during which they will not be assigned to any other duties, and will not have more than five (5) student supervision periods per week. The homeroom period is not considered a student supervision period. A reasonable effort will be made to provide adequate time for team meetings or tutorials in the High School. Middle School teachers will not be assigned to more than four regular student supervision periods per week. Middle School teachers, including Curriculum Leaders and House Leaders, will not be assigned more than two student help sessions per week. Middle School teachers, including Curriculum Leaders and House Leaders, may be assigned up to two rotating supervisory duties. A rotating supervisory duty is one which occurs no more frequently than once every twenty school days. Present general practices regarding teacher workload will not be changed except for valid educational considerations after written notice to and consultation with the Association. Secondary school teachers will not be required to teach more than two (2) distinct subjects nor more than a total of three (3) teaching preparations within said subjects at any one time, except with the teacher's express written consent. Academic teachers will not be required to teach more than twenty-five (25) periods in a forty-period (40) week, and this ratio of teaching periods to total periods shall remain constant.
5. Section C. 3. of this Article as applied to the 11th and 12th Grade elective programs at Wayland High School means that at any given time, no teacher will be assigned more than three different elective course titles and more than four course titles overall without the teacher's express consent. The term "electives" means a course which meets for one semester or one quarter as opposed to a full year.
6. For the purposes of this ARTICLE, "academic teachers" means teachers of Business Education, English, Mathematics, Foreign Language, Classical Studies, Science, and Social Studies.

D. Co-Curricular Activities

1. For teachers employed prior to July 1, 1981, participation in co-curricular activities will be by mutual consent between the principal and the teacher and will be compensated for in accordance with the provisions of ARTICLE XXII of this Agreement.
2. Any teacher whose initial date of employment is subsequent to July 1, 1981 may, as a condition of employment and of continued employment, be required during his or her first ten (10) years of service to assume co-curricular positions as set forth in ARTICLE XXII Section C.

E. Class Size

It is mutually agreed that, in academic areas, a maximum class size (medium group at the High School) of 25 students is a desirable goal.

F. Specialists

The number of specialists presently employed shall not be reduced during the term of this Agreement without prior notification to the ASSOCIATION.

G. Interim or Acting Appointments

Teachers who are appointed to leadership positions or asked to assume extra responsibilities and duties for an interim period (i.e., acting Curriculum Specialist, acting Department Head, etc.) shall receive the full differential salary paid for such position as additional compensation for these extra duties and responsibilities for a continuous period of not more than ninety (90) calendar days.

H. Exceptions

Reasonable exceptions to this Article may be made by the Superintendent of Schools. The Superintendent will so notify the President of the ASSOCIATION, in writing, within five (5) school days.

I. Chapter 71B Consultations

The COMMITTEE agrees to consult with the ASSOCIATION on the implementation of G. L. Chapter 71B and to negotiate with the ASSOCIATION with respect to standards of performance, and other terms and conditions of employment arising out of the implementation thereof.

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ARTICLE VI NON-TEACHING DUTIES

- A. The COMMITTEE and the ASSOCIATION acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible and practicable, be utilized to this end. Therefore, subject to Section C. below, they agree that teachers will not be required to perform the following non-professional assignments.
 - 1. Cafeteria supervision at the elementary and secondary levels.
 - 2. Duplicating instructional and other materials, wherever possible.
 - 3. Keeping registers and cumulative record cards.
- B. Teachers will not be required to drive pupils to or from activities which take place away from the school building.
- C. Reasonable exceptions to this Article may be made by the Superintendent of Schools. The Superintendent will so notify the President of the ASSOCIATION, in writing, within five (5) school days.

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ARTICLE VII PERSONAL LEAVES

A. Sick Leave

- 1. Sick Leave shall accrue at the rate of fifteen (15) days per year with unused days accumulating to the teacher's credit. Sick leave cannot be used for any other leave provision in this Agreement. Absence of more than five consecutive school days shall be certified by the teacher's physician.
- 2. Sick leave may only be used by an employee on those occasions when because of his/her own injury or illness h/she is unable to report for work.
- 3. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during this leave. If an employee is not eligible for FMLA leave and does not

want an extended leave of absence, she is entitled to leave which is the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, sec. 105D, whichever is longer.

4. The Business Office will keep attendance data on all personnel and alert the supervisor of potential problems as they evolve. Invalid absenteeism may become a basis for employee discipline. In the event that the evaluator determines that an employee's invalid absenteeism is becoming an issue, h/she may incorporate satisfactory attendance as a criterion of performance appraisal provided the following steps have been taken:

Step 1--An oral communication of the evaluator's concern to the employee involved. Said communication will be documented to the extent of notifying the Personnel Office and President of the Wayland Teachers' Association, Inc. of the fact that an oral warning has been given.

Step 2--In the event that concerns regarding invalid absenteeism continue beyond the initial oral warning, then the evaluator may issue a written warning which will be inserted in an employee's personnel file.

Step 3--If Steps 1 and 2 have been followed, an evaluator may, upon further concern, incorporate references to an employee's invalid absenteeism within an "Evaluation Report."

5. Invalid absenteeism and/or a misuse of sick leave may be grounds for disciplinary action.

B. Personal Day

Absences may be requested of the Superintendent of Schools for religious, legal, business, household, or family matters which require the teacher's absence during the workday. Any such request should reach the principal for forwarding to the Superintendent at least two (2) weeks prior to the requested day or days of absence. A personal day may be granted, at the Superintendent's discretion, for business occasions which cannot be scheduled except during school hours. "Highly personal" is a valid reason but must, if requested by the Superintendent or his/her designee, be discussed in advance with, at the discretion of the teacher, the Superintendent or Assistant Superintendent. If an employee's reason for requesting personal leave also qualifies the eligible employee to use the Small Necessities Leave, personal leave and Small Necessities Leave shall run concurrently.

C. Leaves of Absence

1. Health Leave

- (a) Any teacher whose illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay for reasons of health which shall not exceed one year from the date granted by the COMMITTEE.
- (b) An extension of such leave may be granted by the COMMITTEE upon written request of the teacher. A teacher anticipating extended illness may be granted such leave prior to the expiration of his/her accumulated sick leave days and, upon returning from said health leave, will have the unused portion of his/her accumulated sick leave reinstated. Upon return from said leave, the teacher shall, if possible, be assigned to the position h/she held before going on leave. Prior to return from leave of absence for reasons of health, the COMMITTEE may require the teacher to be examined by a physician of its choice.
- (c) **Serious Health Condition of Member of Immediate Family:** An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to the serious health condition of a member of his/her immediate family. Fact sheets from the Department of Labor

which describe the terms of this leave are available from the Business Office. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employee is insured through the School Department, provided that the employee makes timely contribution toward the health insurance.

2. Academic Study Leave

A teacher who has been on the staff of the Wayland Public Schools for a minimum of four (4) years and has a record of satisfactory service shall be eligible for academic study leave for the academic year provided that said teacher states his/her intent to return to the Wayland schools for a minimum period of one year. Academic Study Leave, if granted by the COMMITTEE, shall be leave without pay. If possible, on return to Wayland from Academic Leave, a teacher will be assigned to the position h/she held before leaving Wayland. A teacher granted said leave shall advance on the salary schedule as h/she would have advanced had h/she been employed in the Wayland schools provided a transcript of his/her study is filed with the Superintendent. Requests for Academic Leave for the ensuing school year must be presented to the Superintendent in writing by March 1st of each school year.

3. Military Leave

Military Leave of absence without pay shall be granted to any teacher drafted into or fulfilling a required period of active military service of the United States. Teachers on Military Leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, and all sick leave days accumulated prior to entry into military service will be reinstated.

4. Child Rearing Leave

(a) A leave of absence without pay of up to one (1) year will be granted to a teacher for the purpose of child rearing. The COMMITTEE may require that the teacher remain on the leave until the September following the expiration of the year. At the conclusion of child rearing leave, the teacher will be returned to a position unless the teacher has been reduced-in-force pursuant to ARTICLE XXI. A teacher progressing toward professional status who is on child rearing leave will be returned if reappointed and if there is a vacancy for which h/she is qualified. The COMMITTEE will not be required to non-reappoint a teacher progressing toward professional status who is senior to a teacher on child rearing leave in order to return a teacher progressing toward professional status from child rearing leave.

(b) Birth fathers and co-parents shall be granted five personal days within the first year of the child's birth.

5. Adoption Leave

A paid leave of absence not to exceed thirty (30) school days, to be deducted from accumulated sick leave, will be granted to a teacher for the purpose of attending to the adoption of his/her child. In the event that both adoptive parents are employees of the school district, then the thirty days will be the total for both parents.

D. Sick Leave Bank

The COMMITTEE authorizes the establishment of a Sick Leave Bank, the purpose of which shall be to enable Wayland Public Schools teachers to contribute one day per school year of their accumulated sick

leave for use by other teachers participating in the Sick Leave Bank whose accumulated sick leave is exhausted through prolonged illness. The Sick Leave Bank shall operate under regulations established by mutual agreement of the COMMITTEE and the ASSOCIATION. For teachers who have not yet attained Professional Teacher Status in Wayland, the benefits of this Section shall not apply beyond the term of their employment.

E. Sick Leave Survivor Benefit

In the event of the death of a teacher, payment of his/her salary shall continue to his/her survivor for a period of time equivalent to his/her remaining accumulated sick leave, not to exceed sixty (60) days. For purposes of this provision, the term “survivor” refers to the teacher’s designated beneficiary or, if none, his estate.

F. Other Leaves

The COMMITTEE reserves the right to grant leaves of absence for reasons other than those stated above.

G. Time Limit for Leave Requests

All requests for leaves of absence other than child rearing leaves must be submitted by March 1, unless the circumstances for which the leave is being requested were not known prior to that time.

H. FMLA Leave Notice of Return to Work

An employee on FMLA leave shall notify the Superintendent at least four (4) weeks prior to his/her scheduled date of return from leave whether or not s/he intends to return to work.

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**ARTICLE VIII
TEACHER ASSIGNMENT**

A. Teachers’ schedules

Prior to the closing of school in June, teachers will be notified in writing of their tentative programs for the coming school year, including the school to which they will be assigned and the grades and/or subjects they will teach. The ASSOCIATION recognizes that revisions of teachers’ assignments may be necessary at a later date. In such cases, teachers will be notified as soon as possible.

All regular classroom music, art, librarians, and physical education teachers at Claypit Hill, Happy Hollow, and Loker Schools will be given copies of their daily schedules no later than August 15th provided, however, that the principal may thereafter make such changes as the principal deems necessary without being subject to the grievance and arbitration procedure.

B. Certification

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate and/or their major or minor field of study.

C. Travel

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as is practicable. Teachers who are assigned to more than one school in any one school day and/or

otherwise travel on official school business will be reimbursed at the rate of twenty (20) cents per mile or the maximum allowed by the Internal Revenue Service as of July 1st of any fiscal year, whichever is greater.

D. Job Sharing

1. While there is a preference for full-time staff, the School Committee is open to receiving proposals from personnel who are interested in sharing a job.
2. Such proposals should be submitted in writing to the Principal or Principals, if more than one school is involved, no later than March 15th of the school year preceding the school year in which it would, if approved, be implemented. The proposal will then be forwarded to the Superintendent together with a recommendation relative to its implementation.
3. The proposal should identify the personnel involved and the job to be shared, detail the proposed schedule and distribution of duties, and delineate responsibilities included within the scope of the position.
4. The Principal and Superintendent will, among whatever other factors they deem appropriate, consider the following matters in assessing the job sharing proposal.
 - (a) the nature and duties of the job involved;
 - (b) the nature of the instructional program;
 - (c) the needs of the students;
 - (d) the wishes of the personnel involved;
 - (e) the impact sharing the job might have on other personnel; and
 - (f) the impact upon supervision and administration.
5. If approved by the Superintendent, the specifics of the job sharing assignment will be reduced to writing for acceptance by the personnel involved. This writing will include a stipulation that the job sharing arrangement may be terminated at any time by the Superintendent, and will specify which teacher will be assigned to full-time status and which teacher will be put on unpaid leave of absence.
6. If a job sharing assignment is terminated by the Superintendent, the personnel involved will be reassigned if a position is available. If no position is available for which the teacher is qualified, the teacher will be placed on leave of absence without pay for the remainder of the school year.
7. All proposals for job sharing will be treated as a request to move from full-time to part-time status for the school year to which they apply and the School Committee will be under no obligation to return the teacher to full-time status unless a full-time position becomes available. All job sharing assignments are for one school year subject to annual review.
8. If a job sharing assignment is not working out, as determined solely by the Superintendent, the teachers involved will be notified in writing and will have twenty-one (21) calendar days from the receipt of the notice to remedy the situation to the satisfaction of the Superintendent. If after this twenty-one day period the Superintendent determines the matter has not been resolved satisfactorily, the job sharing assignment will be terminated in the manner previously determined by the teachers, Principal and Superintendent.

9. If a job sharing proposal is not approved or the assignment is terminated, the teachers involved may ask to have the matter reviewed by the School Committee. In any event, the decision of the School Committee will be final and not subject to ARTICLE III of the Agreement Between the Wayland School Committee and the Wayland Teachers' Association, Inc.
10. If two or more teachers submit a proposal to share a stipended position, and if said proposal is approved by the Superintendent, the stipend for said position will be shared according to the formula approved as part of the job-sharing proposal.

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ARTICLE IX TRANSFERS

- A. Although the COMMITTEE and the ASSOCIATION recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, subject to Section E. below, they agree as follows:
 1. When a transfer from one school to another is to be made, individual major or minor field of study, quality of teaching performance, and willingness to be transferred will be considered in determining which teacher is to be transferred. Teachers will be transferred only to positions within the scope of their teaching certificates. Department Heads and Team Leaders transferred to a non-Department Head or a non-Team Leader position during the contract year will be paid at the Department Head or Team Leader rate for the balance of the contract year, unless such transfer is made at their request.
 2. An involuntary transfer from one school to another will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher the ASSOCIATION will be notified and the Superintendent (or his designee) will meet with the ASSOCIATION representative to discuss the transfer.
- B. A list of open positions in other Wayland schools will be made available to any teacher upon request. Teachers will be given adequate time off for the purpose of visiting schools at which openings exist.
- C. Notice of transfer will be given to a teacher as soon as is practicable and under normal circumstances no later than the closing of schools in June.
- D. Teachers desiring transfers to other schools will submit written requests to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1st and June 1st of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.
- E. Reasonable exceptions to the provisions of this Article may be made if the Superintendent of Schools determines that such exceptions are necessary in the best interests of the teacher(s) or school(s) affected. The Superintendent will so notify the President of the ASSOCIATION, in writing, within five (5) school days.
- F. A teacher's right pursuant to ARTICLE XXI Section E. shall take precedence over any transfer request except in those circumstances in which a teacher was initially transferred at the administration's initiative out of a discipline in which a reduction in force was scheduled to take place, thereby reducing the number of teachers who had to be laid off; in such cases, the administratively-transferred teacher may elect to return to the discipline from which h/she came even though a teacher on lay-off status has recall rights to that discipline provided such an option is exercised prior to the beginning of the fourth school year following the administratively-initiated transfer.

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**ARTICLE X
VACANCIES AND PROMOTIONS**

- A. The COMMITTEE and the ASSOCIATION agree that professional advancement within the system is desirable and that teachers within the system should be encouraged to apply for advancement. Therefore, the parties agree as follows:
1. Whenever a vacancy occurs during the school year for any position requiring certification, it will be adequately publicized by the Superintendent by means of a notice placed on the teachers' bulletin board in every school as far in advance of the appointment as possible. The qualifications for the position and its duties will be set forth with reasonable clarity. All qualified teachers will be given adequate opportunity to apply for such positions, and the COMMITTEE agrees to give due weight to the professional background and attainments of all applicants.
 2. Notification of all vacancies occurring during the summer months will be given to the ASSOCIATION President or his/her designee. All teachers will be given a form at the close of the school year in order to indicate to the administration and the ASSOCIATION their interest in filling possible vacancies that occur during the summer months.
 3. A representative of the ASSOCIATION and the Central Administration will cooperate to inform potential candidates of said vacancies.
- B. Appointments will be made without regard to race, creed, color, religion, nationality, age, sex, marital status, sexual orientation, disability, or veteran's status.
- C. All applicants will be given written notification of the Superintendent's recommendation for filling vacancies pursuant to this Article.
- D. A vacancy exists for purposes of posting only after the School Committee has met its obligations pursuant to state law and/or the provision of Article XXI. Transfers, except as provided for in Article IX Section F. may only take place when there is a vacancy.

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**ARTICLE XI
TEACHER EVALUATION**

A. Procedures

1. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
2. Teachers shall be given a copy of any evaluation report prepared by their supervisors within a reasonable time following such evaluation and shall have the right to discuss such reports with their supervisors after which the report shall be placed in their files. The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
3. The written evaluation forms now in use shall not be changed except by agreement between the COMMITTEE and the ASSOCIATION.

B. Personnel Files

1. There shall be only one (1) file for each teacher, maintained by the Superintendent, which file shall contain data relevant to the work performance of the teacher.

2. Upon two (2) business days' notice, a teacher may review the contents of his/her personnel file. The teacher shall be furnished a copy of any material in the file which s/he designates, provided that the teacher shall bear the expense of such copying. A teacher shall be entitled to have an Association representative accompany him/her during such review.
3. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the file unless the teacher has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
4. Materials in a teacher's file shall be available only to the teacher, or his/her designated representative, the Superintendent, or his/her designee, or the COMMITTEE.
5. It is recommended that teachers request permission to review their files at least once per year to see that their records and evaluations are up to date.
6. At a teacher's request, any items more than five years old shall be removed from his or her personnel file except:
 - (a) Evaluations, including teacher responses, if any;
 - (b) Any documents, with attachments thereto, from any School Department administrator or supervisor to the teacher or from the teacher to the Wayland Public Schools.

Any items so removed which, pursuant to public document statutes, are not destroyed shall not be used in any personnel action involving the teacher.

C. Discipline of Teachers

1. No teacher shall be formally disciplined except for cause. Without limiting the generality of the foregoing, "cause" for such discipline shall include inefficiency, conduct unbecoming a teacher, or insubordination. In cases involving the failure to rehire teachers progressing toward professional status the professional evaluation shall be accepted as an accurate evaluation of said teacher and shall not be subject to contrary testimony except as to statements based on fact (e.g., attendance records) as opposed to questions of judgment.
2. The ASSOCIATION recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for unsatisfactory professional performance. If a teacher is disciplined or reprimanded by a member of the administration above the level of principal, however, h/she will be entitled to have a subsequent meeting with such member at which a representative of the ASSOCIATION is present.

D. Complaints

Valid and substantive oral complaints regarding a teacher made to any member of the administration will be reviewed with the teacher at times appropriate to the nature of the complaints.

E. Withholding Step Increments

The COMMITTEE reserves the right to withhold a professional teacher's step increment if his/her teaching performance is evaluated as unsatisfactory (1) and if the following procedure has been followed:

1. By March 1, at least one evaluation of the teacher's performance has been made by the primary evaluator, and the teacher is notified by the principal in writing and in person if his/her performance consisted of deficiencies that may result in the loss of increment.
2. Between April 1 and June 1, at least one other evaluation has been made by the principal to ascertain whether or not previous deficiencies, if any, have been corrected.
3. In any event, the principal must notify the teacher on or before June 15 of his/her decision to recommend withholding of the increment.

F. Evaluation Reports

1. Teachers Progressing toward Professional Status

- (a) Every teacher progressing toward professional status shall receive two (2) evaluation reports annually whether or not h/she is expected to return the following year.
- (b) By December 15, at least one evaluation of the teacher's performance (on the "Non-Professional Status Teacher Mid-Year Report") shall be made by the primary evaluator, and the teacher shall be notified of this evaluation by the primary evaluator in person and in writing.
- (c) Between December 15 and May 15 at least one other evaluation (in the form of a "Full Narrative Evaluation Report") shall be made by the primary evaluator and the teacher again notified of the evaluation in person and in writing.
- (d) In the case of a third year teacher, the building principal shall be the primary evaluator.

2. Professional Teachers

- (a) Except as provided in paragraphs 4 (c) and 4 (d) below, evaluation and supervision of Professional Teachers will proceed on a four year evaluation and supervision cycle as follows:
Year 1: Full Narrative Evaluation Report Year 3: Performance Profile Sheet
Year 2: Professional Development Year Year 4: Professional Development Year
- (b) For school year 1998-99, professional teachers in each building will be randomly placed on the four years of the cycle, so that as equal a division as possible is achieved. In subsequent years, principals may place teachers who newly attain Professional Teacher Status on whichever year of the cycle will most evenly distribute across the cycle the Professional Status teachers within the building. Once teachers are placed on the cycle, their placement may not be changed without the consent of the teacher and the ASSOCIATION except as provided in sections (c) and (d) below.
- (c) Teachers who receive an overall rating of "needs improvement" (2) or "does not meet requisite standards" (1) in any year will not move to a professional development year, but will receive full narrative evaluations until they receive an overall rating of "meets or exceeds standards (3)."
- (d) Teachers receiving a rating of 1 or 2 will be placed on a formal Improvement Plan and the building principal shall be the primary evaluator. The Improvement Plan will specify:
 - i) the areas of performance in which improvement is needed;
 - ii) suggested strategies and activities to effectuate the needed improvement; and
 - iii) ways in which the teacher will be supported in fulfilling the goals of the Improvement Plan.

- (e) Teachers who begin a professional development year may be moved to a Full Narrative or Performance Profile Sheet year if, by April 15, their primary evaluator notifies them and the ASSOCIATION in writing that the evaluator has a significant concern about a possible decline from performance levels reflected in the previous Full Narrative or Performance Profile year.
3. All teachers are urged to submit written notification to their principal if they do not receive their evaluations by the dates specified in this article.

G. Performance Standards and/or Procedures

The COMMITTEE and the ASSOCIATION agree that the existing performance standards and procedures relative to evaluation will remain in effect until the Department of Education issues new guidelines or regulations relative to performance standards and/or procedures. Thereafter, the COMMITTEE and the ASSOCIATION agree that they will enter into collective bargaining regarding local standards and procedures and that if, after a reasonable period of time, they are unable to reach an agreement, the matters which remain unresolved will at the request of either party be submitted to binding interest arbitration in accordance with the provisions of G.L. c. 71, s. 38.

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ARTICLE XII TEACHER FACILITIES

The parties agree that, during the term of this Agreement, the Superintendent, the Facilities Manager, the President of the WTA, and any other designees of either party will meet periodically to review the report of the WTA's Environmental Working Conditions survey for the purpose of addressing teachers' working conditions concerns. The parties will identify both conditions that can be addressed immediately and those that require capital planning. The parties will develop a timeline for addressing these concerns.

- A. Where practicable, as determined by the COMMITTEE, each school will have the following facilities:
 1. Adequate space in which teachers may safely store instructional materials and supplies;
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. An appropriately furnished room, which will include a telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be of adequate size and in addition to the aforementioned teacher work area;
 4. A serviceable desk and chair for the teacher in every classroom;
 5. A communication system so that the teachers can communicate with the main building office from their classrooms;
 6. A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room; and,
 7. A separate, private dining area (which may or may not be the faculty lounge) for the exclusive use of the teachers.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking.
- C. Keys may, at the discretion of the principal, be made available to teachers to gain access to school facilities to carry out their professional responsibilities at times when custodial and/or administrative staff may not be on duty. It is agreed that duplicate keys will not be made, and teachers who have keys will be responsible for securing the facility as they leave and for returning the key to the principal.

- D. Questions arising from this Article may be discussed with the Administration and/or the COMMITTEE at any time without resort to the grievance procedure.

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ARTICLE XIII ASSOCIATION SECURITY

- A. The ASSOCIATION shall have the same rights to the use of school buildings and facilities as any other Wayland organization.

B. Association Meetings

Except in unusual circumstances, the ASSOCIATION agrees to give the Superintendent fourteen (14) days' written notice of any ASSOCIATION meeting that involves the use of school facilities.

- C. There will be bulletin board space in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other ASSOCIATION material.

D. Dues Checkoff

1. The COMMITTEE agrees that the Town Treasurer shall continue to deduct from the salaries of its employees dues for the Wayland Teachers' Association, Massachusetts Teachers' Association, and National Education Association as said employees individually and voluntarily authorize.
 2. It shall be the responsibility of the ASSOCIATION to provide the Town Treasurer with appropriate forms, properly completed and signed, authorizing such deductions for each of its members who elects to have such deductions made.
 3. The ASSOCIATION shall certify to the COMMITTEE and Town Treasurer, in writing, the current cost of its membership dues, and shall give the COMMITTEE thirty (30) days' written notice in advance of any change of such costs.
 4. The COMMITTEE will not be held responsible for the payment of anticipated dues for any ASSOCIATION member.
 5. A teacher may authorize in writing the Wayland School Committee to have deducted from his/her earnings and transmitted to the Wayland Teachers' Association an amount sufficient to provide for regular payment of the membership dues as certified by such ASSOCIATION in equal payments over the remainder of the school year and for succeeding school years.
 6. Any authorization for the deduction of dues under this Article may be withdrawn by a teacher by giving at least sixty (60) days' notice in writing of such withdrawal to the COMMITTEE.
 7. The ASSOCIATION agrees to indemnify and save the Town, the COMMITTEE and all of its members harmless from and against any and all claims, suits, or other forms of liability arising out of the deduction of money from a teacher's salary pursuant to the Article.
- E. The President of the ASSOCIATION will be released from all periods of student supervision and will not have a homeroom assignment.
 - F. The ASSOCIATION President will be sent a copy of the official Agenda prior to each COMMITTEE meeting and a copy of the minutes of said meeting after their approval by the COMMITTEE.

- G. The COMMITTEE agrees to allow the ASSOCIATION the use of school facilities and equipment for ASSOCIATION business, provided it pays for the reasonable cost of materials.
- H. The COMMITTEE authorizes the use of inter-school mail to distribute ASSOCIATION material from principal's office to principal's office or Superintendent's office.
- I. **No Reprisals**

There will be no reprisals of any kind taken by the COMMITTEE or the ASSOCIATION against any teacher by reason of his/her membership or non-membership in the ASSOCIATION or participation or non-participation in its activities.

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ARTICLE XIV SEVERANCE PAYMENT AND RETIREMENT NOTIFICATION

- A. A teacher who submits a resignation for purposes of retirement will have his or her base salary increased by ten per cent (10%) for the period between the date the notification is received in the Superintendent's office and the effective date of the resignation provided that:
 - 1. The teacher will have completed at least ten years of creditable service in the Massachusetts Teachers Retirement System, no fewer than seven (7) years of which must have been in Wayland by the effective date of the retirement;
 - 2. The retirement is effective within three (3) calendar years of the resignation;
 - 3. At the time of the resignation, the teacher must not intend to take another public school position covered by the Massachusetts Teachers' Retirement System;
 - 4. If a Massachusetts public school position is taken within two (2) calendar years of the effective date of the resignation, the teacher must notify the Superintendent and return all monies paid pursuant to this Article to the Town of Wayland.
 - 5. Once the resignation for purposes of retirement given pursuant to this Article is accepted by the School Committee, it may not be revoked.
 - 6. Upon acceptance of a teacher's resignation pursuant to this section, the School Committee may, at its option, schedule payment(s) of the additional moneys earned hereunder at any time(s) between acceptance of the teacher's resignation and July 30 of the fiscal year following the teacher's last date of active service in Wayland. Within thirty (30) days of written submission of a teacher's resignation, the COMMITTEE shall inform the teacher and the ASSOCIATION of any such schedule which it adopts. Within thirty (30) days thereafter, the teacher may instead specify any time(s) during the fiscal year following the teacher's last date of active service in Wayland to receive the moneys due under this article.
 - 7. Notification of such resignation must be received in writing in the Superintendent's Office by January 1st of the fiscal year prior to the first fiscal year in which payments pursuant to this Article will be made.
- B. No retirement shall take effect except on December 31 or the last day of the school year at the elementary level, and the end of the first semester or the last day of the school year at the middle and high school level.. It is desirable for students that there are minimal disruptions during a school year due to retirements.

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**ARTICLE XV
SUBSTITUTE TEACHERS**

- A. Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met the State certification requirements. If such a replacement shall be unavailable, such vacancy will be filled by qualified, non-certified teachers.
- B. Other than on a temporary emergency basis, a regular teacher will not be asked to serve as a substitute during his/her non-teaching time. Arrangements for substitute teachers will be made by the principal of the school.
- C. When a teacher serves as a substitute on a temporary emergency basis, said teacher will be paid at the rate of \$35.00 per instructional period.

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**ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

- A. The COMMITTEE will pay the cost of tuition for courses at accredited colleges, universities, or professional training schools which are taken at the written request of the Superintendent of Schools.
- B. Tuition Reimbursement

The COMMITTEE will pay reasonable tuition expenses which are designed for the improvement of the state of the art and are approved by the Superintendent of Schools. Fees for courses audited and for workshops designed for the improvement of the state of the art but not offered for academic credit shall be eligible for reimbursement under this Article, provided that the course instructor, workshop sponsor, or presenter certifies, in writing, the active and satisfactory participation of the teacher in the course or workshop session and activities. The sum available under this provision shall be \$88,000.00. Effective July 1, 2011, the sum available under this provision shall be \$93,000.

Disbursement of funds under this section shall be made in the following manner:

- 1. Upon the presentation of evidence of payment and the successful completion of qualifying courses, the first \$500 of each teacher's requests shall be fulfilled on an equal dollar basis subject to exhaustion of the fund.
 - 2. Any money remaining in the fund after the equal dollar disbursement shall be applied on a pro rata (equal percentage) basis to the remaining requests in excess of \$500.
 - 3. Disbursements from the fund will be made pursuant to a procedure and according to a schedule determined by mutual agreement.
- C. The COMMITTEE will pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the written request and/or with the advance approval in writing of the Superintendent of Schools.
 - D. Unused course vouchers shall be publicized in every Wayland school within ten (10) days of receipt.
 - E. Upon written approval of the Superintendent, released time shall be granted for:

1. Attendance at educational conferences by teachers, ASSOCIATION representatives, or school representatives;
 2. Attendance at workshops, seminars and other professional improvement sessions, including observing in other schools.
- F. The COMMITTEE will annually, as part of the Budget setting process, review the need for staff development activities and, if it deems appropriate, include funds for such activities in the school budget.

G. Professional Development Funds

The Committee agrees, for each of the fiscal years 2008, 2009, and 2010, to budget for curriculum development, staff development, and summer work, respectively, an amount equal to or greater than that budgeted and expended in FY 2007. Notwithstanding the provisions of this Section, the COMMITTEE and the ASSOCIATION agree that if the Town fails to appropriate the budget requested by the COMMITTEE, then the COMMITTEE may reduce the monies budgeted for summer work, staff development and curriculum development by whatever amounts it deems appropriate.

- H. The COMMITTEE agrees to pay any fees which may be required of teachers for recertification under the provisions of the Education Reform Act.

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**ARTICLE XVII
PROTECTION**

A. Indemnification

So far as required by the General Laws of the Commonwealth, the COMMITTEE shall provide indemnification whenever any teachers shall become eligible therefor.

B. Bonding

Teachers who are responsible for handling large sums of cash shall be bonded. Such persons will be designated by the Superintendent and will be bonded for such amounts as h/she considers reasonable.

C. Job-Related Injuries

Whenever a teacher is absent from school as the result of personal injury caused by an accident in the performance of his/her duties or an assault occurring in the course of his/her employment, h/she will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence up to but not exceeding one continuous calendar year. No portion of this leave will be deducted from accumulated sick leave.

D. Reimbursement for Personal Property

If so recommended by the Superintendent, the COMMITTEE may reimburse teachers for any item of clothing or other personal property that is damaged, destroyed or stolen within the building during and in the course of his/her employment. The amount of such reimbursement shall depend upon the value of the damage or loss, but in no event shall any such reimbursement exceed one hundred dollars (\$100) unless such loss is covered by insurance or reimbursement is obtained from other sources.

E. Legal Counsel

In the event of employment-related assault and battery upon a teacher, said teacher shall report the incident immediately to his/her supervisor. The COMMITTEE may provide legal counsel to advise the teacher of his/her rights and obligations in connection with the handling of the incident.

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ARTICLE XVIII NON-RESIDENT TEACHERS

A non-resident teacher's child who fulfills the minimum age requirement for attendance in the Wayland Public Schools may be permitted by the COMMITTEE to attend the Wayland Public Schools upon approval of the Superintendent of Schools. Any tuition charges for such a child attending the Wayland Public Schools shall be waived by the COMMITTEE.

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ARTICLE XIX GENERAL

A. Consultations

Within fifteen (15) days of written notification by either party, the ASSOCIATION and the COMMITTEE (or their representative) will meet to discuss the application or interpretation of any provision of this contract.

B. Access to Information

The COMMITTEE will, upon request, provide the ASSOCIATION with any available non-personal public documents which will assist the ASSOCIATION in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other information ordinarily available to the public which may be necessary for the ASSOCIATION to process grievances under the Agreement.

C. Minutes of School Committee Meetings

The Administration will make available copies of approved and released minutes of official COMMITTEE meetings and all other printed materials made available to the public that are distributed to COMMITTEE members at official meetings as soon as possible after such meetings. The ASSOCIATION will make available to the COMMITTEE all printed material distributed to its membership.

D. Severance Payment Subcommittee

The parties agree to establish a joint study committee to review the current severance payment option in order to research and review alternatives that may benefit both teachers and the District. Any recommendations of the joint committee may be raised by either party in negotiations for the successor agreement or may be implemented by mutual agreement of the parties during the term of the current collective bargaining agreement.

E. Evaluation Subcommittee

The parties agree to establish a joint study committee to review and make recommendations regarding the current evaluation process. Any recommendations of the joint committee may be raised by either party in negotiations for the successor agreement or may be implemented by mutual agreement of the parties during the term of the current collective bargaining agreements.

F. Stipend Subcommittee

The parties agree to establish a joint study committee to review and make recommendations concerning the stipends paid under Article XII, Sections B, C, and E. Any recommendations of the joint committee may be raised by either party in negotiations for the successor agreement or may be implemented by mutual agreement of the parties during the term of the current collective bargaining agreement.

G. Discipline Language Subcommittee

The parties agree to establish a joint study committee to review the possibility of aligning the RIF disciplines with the current licensing categories established by the Department of Education. Any categories established by the Department of Education. Any recommendations of the joint committee may be raised by either party in negotiations for the successor agreement or may be implemented by mutual agreement of the parties during the term of the current collective bargaining agreement.

H. Joint Committee – Scheduling of Preparation Periods

The parties agree to establish a joint committee for the purpose of studying and developing no-cost options to provide for the scheduling of daily preparation periods of no less than 45 consecutive minutes for all teachers at Claypit Hill, Happy Hollow, and Loker Schools and, for Kindergarten teachers, no less than 30 consecutive minutes four days a week. The Joint Committee shall consist of three (3) designees of the Wayland Teachers' Association and three (3) designees of the School Committee. The Joint Committee shall begin meeting within thirty (30) calendar days of the ratification of the successor collective bargaining agreement by both parties, and shall conclude its work within ninety (90) calendar days of the first meeting of the Joint Committee. The members of the Joint Committee can vote by majority vote to extend the time for such consideration. At the conclusion of its work, the Joint Committee will issue a report documenting its recommendations to the parties. In the event the Joint Committee cannot reach agreement on recommendations, the designees of each party will write their own recommendations for submission to the parties. The parties will meet within the next 30 calendar days following receipt of the Joint Committee's recommendations (either joint or separate recommendations) to negotiate regarding this matter. If the parties are unable to reach agreement as a result of the negotiations, the parties agreed to use the impasse procedures of M.G.L. c. 150E.

I. Copies of the Agreement

Copies of this Agreement will be reproduced at COMMITTEE expense and a copy given to each teacher.

J. Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting but all other provisions or applications will continue in full force and effect.

K. Zipper Clause

This Agreement is the entire Agreement between the parties with respect to the terms and conditions of employment, and it shall be effective during and only during the term hereof unless extended by agreement in writing between the parties hereto. Nothing herein shall impair, affect, or limit in any way the rights and powers of the parties hereto after the expiration of this Agreement.

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ARTICLE XX
SCHOOL COMMITTEE POLICIES

Before the COMMITTEE changes existing policies with respect to wages, hours, and conditions of employment not part of this agreement, it will notify the ASSOCIATION of the intended changes and will fulfill its obligations under Chapter 150E of the Massachusetts General Laws.

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ARTICLE XXI
REDUCTIONS IN FORCE

The parties agree that during the term of this agreement, they will attempt to align the RIF disciplines with the current licensing categories as established by the Department of Education.

A. Decline in student enrollments, changes in curricular offerings, economic restraints, or other pressing conditions may necessitate the reduction of a number of professional positions in the school system. When the School Committee determines that staff reductions are necessary, it shall, consistent with applicable laws, determine the order in which professional teachers shall be reduced in the following manner: unless within the discipline, there is a significant difference in the teachers' performances as evidenced by the most recent three evaluations, length of service as defined below shall prevail. In determining whether a significant difference in the evaluations exist, the judgment of the COMMITTEE shall prevail unless it is determined that the COMMITTEE's decision was not made on a reasonable basis. The evaluations shall be considered to be an accurate reflection of teacher performance and shall not be subject to contrary testimony except as to statements based upon fact (e.g., attendance records as opposed to questions of judgment).

B. Definitions

1. Length of Service

A teacher's length of uninterrupted service in years, months, and calendar days in the Wayland Public Schools. Leaves of absence shall not be considered breaks in service; however, only leave of absence for which salary credit is granted shall be counted as years, months, and calendar days for purposes of this definition. Ties in length of service shall be resolved by lot.

2. One year of service shall be computed as 182½ days. There will be no distinction between full and part time service. Time spent on leaves of absence other than leaves with pay, academic study leaves, or sabbatical leaves shall not be computed in determining length of service. Summer work or other service beyond the basic 182½ day work year shall not be counted. Anyone falling back into the bargaining unit from a position outside of the bargaining unit shall be credited with no more than 182½ days, or fraction thereof, for each school year he or she has been employed in Wayland.
3. (a) In the event that a tie in a teacher's length of service results from a teacher having been on lay-off status or on a leave of absence for which service credit is not given, said tie shall be resolved by lot as illustrated in the following example:

<u>SENIORITY LIST</u>	
	TEACHER A
1	TEACHER B
2	TEACHER C

-
-
- (b) Teachers B and C had the same length of service. Pursuant to ARTICLE XXI B. 1., a lottery was held and Teacher B was determined to be the more senior. Teacher A who originally had more seniority took a one-year child rearing leave. Upon return, Teacher A's position on the seniority

list will be determined by placing three cards in a box marked “.5,” “1.5,” and “2.5,” respectively. If .5 is drawn, Teacher A retains the seniority position ahead of both Teacher B and Teacher C; if 1.5 is drawn, Teacher A is placed behind Teacher B but ahead of Teacher C; if 2.5 is drawn, Teacher A is placed behind both Teacher B and Teacher C.

4. **Lay Off**

An unpaid leave of absence to be granted by the COMMITTEE for a period of fifteen (15) months from the effective date of the reduction; provided further that said teacher has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing he or she may have pursuant to Chapter 71, Section 42 of the Massachusetts General Laws.

5. **Recall**

The right to return to a position in the discipline from which a teacher was originally laid-off in the reverse order in which said teacher was laid-off. The COMMITTEE must vote on each lay-off individually and the order of lay-off shall be established by the sequence in which the votes were taken. An up-to-date list of recall order by discipline shall be maintained by the Superintendent and shall be available to the ASSOCIATION upon request.

6. **Termination**

Dismissal pursuant to Chapter 71 Section 42.

7. **Discipline for Reduction In Force** means one of the following:

Academic Center	Health Education/Trainer 9-12
Adapted Physical Education	House Leader 6-8
Art K-12	Latin/Classical Studies 6-12
Biology 9-12	Library/Media K-8; 9-12
Business Education 6-12	Mathematics 6-12
Chemistry 9-12	Music/Classroom K-12
Computer K-5; 6-12	Music/Instrumental – Strings
Curriculum Leader/Subject 6-8	Music/Instrumental – Winds/Percussion
Curriculum Specialist K-5	Physical Education K-12
Department Head/Subject 9-12; K-12	Physics 9-12
Director of Athletics 6-12	Reading K-5
Drama K-12	Social Studies 6-12
Early Childhood/Out of District Coordinator	Spanish 6-12
English 6-12	Special Needs/Alternative Class
French 6-12	Special Needs/Integration Specialist
General Science 6-9	Special Needs K-5; 6-12
Grades K-5	Speech and Language Therapist
Guidance K-8; 9-12	Technology Education 6-12
Health Education 6-12	Work Study

Teachers will be listed on the Seniority List for each discipline in which they are actually assigned to teach during the school year.

- (a) In the event a leadership position is reduced, teachers so affected shall fall back into the discipline in which they held a leadership position.

- (b) If the needs of the system so require, the COMMITTEE may broaden the disciplines listed above in determining the discipline from which reductions-in-force shall be made.
- C. 1. Before October 15 of each school year the COMMITTEE agrees to transmit the following information relative to potential liability for Lay Off:
2. To each teacher and to the ASSOCIATION:
- (a) A frequency distribution, for the teacher's entire discipline, of scores or ratings assigned by the administration to each previous evaluation which is eligible to be used in connection with RIF decisions within the current school year;
- (b) An updated seniority list within the discipline.
3. To each teacher:
- (a) His or her scores or ratings by year and his/her average score in a form comparable to that used in the frequency distribution.
- (b) Each report will be scored in whole numbers on a scale of 1 to 3 (one to three) in accordance with the following criteria:
- Rating 1 A report which, overall, does not meet the requisite standards of performance in relation to the evaluative criteria.
- Rating 2 A report which indicates an overall level of performance which needs improvement to meet the requisite standards even though it meets or exceeds standards with respect to some criteria.
- Rating 3 A report which indicates an overall level of performance which meets or exceeds the requisite standards of performance with respect to all criteria.
- (c) Each evaluation report is scored following a reading by the Superintendent or his/her designee.
- (d) It is understood and agreed that the scores serve only as a guide for reduction in force decisions and are not necessarily dispositive of the final determination.
- (e) It is also understood and agreed that the scores on all evaluations are subject to ARTICLE III only at the time that those evaluations are used in making a reduction-in-force decision.
- (f) Any teacher whose evaluation receives a different score from the Superintendent or his/her designee than was assigned by the primary evaluator may request a conference to discuss the discrepancy. The conference shall be attended by the teacher, the primary evaluator, the Superintendent or his/her designee, and, if the teacher so requests, a representative of the ASSOCIATION. Any participant of the conference may append, as an addendum to the evaluation, a record of the conference. If the ASSOCIATION has not been a participant, the ASSOCIATION will be informed by the Superintendent or his/her designee of the result of the conference as follows:
- i. The date the conference occurred and the name of the teacher.
- ii. Whether or not the evaluation score has been changed and, if so, in which direction.

(g) For the purposes of this article, ratings assigned to evaluation reports prior to the 1998-1999 school year will be brought into conformity with the system specified above as follows:

OLD SYSTEM RATING	NEW SYSTEM RATING
1	1
2	2
3, 4, 5	3

D. Notification

1. When a reduction in force (RIF) is to take place, the COMMITTEE shall give written notice to the affected teachers prior to the May 15 preceding the effective date of the reduction which shall be the subsequent July 1st. If the teacher wishes to have lay-off status rather than termination, said teacher must so notify the Superintendent, in writing, within ten (10) school days of the receipt of the RIF notice.
2. The "Notification" from the COMMITTEE shall be given by the Superintendent of Schools upon general authorization by the COMMITTEE to implement the reduction-in-force procedure without the need for the COMMITTEE to act upon specific personnel with respect to reductions-in-force.
3. A copy of any notifications from the COMMITTEE will be delivered to the President of the Wayland Teachers' Association within seven (7) days of delivery to the personnel involved.

E. Recall

1. If, subsequent to a RIF notice, a vacancy occurs in a discipline from which teachers have been reduced and elected lay-off status, a recall notice shall be sent via certified mail to the teacher most recently reduced from the discipline in which the vacancy exists. If a teacher fails to notify the Superintendent within fourteen calendar days of the issuance of a recall notice of his/her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in this Agreement. A teacher who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days, whichever is later. A teacher who accepts recall shall have all benefits accrued up to June 30th of the school year in which the RIF notice was given restored upon recall. Teachers with recall benefits are required to keep the Superintendent informed of their current mailing address.
2. Teachers who have accepted lay-off status shall, during the recall period, be sent copies of all notifications of vacancies issued pursuant to ARTICLE X of this Agreement. If a teacher with recall benefits is hired for a vacancy outside of the discipline from which h/she was reduced, h/she shall have all rights and benefits accrued up to June 30th of the school year in which the RIF notice was given restored upon recall. During the recall period, teachers shall be entitled to participate in any group health and/or life insurance programs available to any teacher on leave of absence without pay, provided the teacher pay the entire cost of insurance premiums within 30 days of the billing date as issued by the Town Treasurer. The professional status of a teacher who has been recalled shall be determined in accordance with applicable law.
3. A teacher on leave of absence pursuant to ARTICLE VII shall be considered as if she/he were on active duty for purposes of this Article.

F. Within the disciplines set forth above, all teachers progressing toward professional status shall be reduced first.

G. A teacher's right pursuant to ARTICLE XXI Section E. shall take precedence over any transfer request except in those circumstances in which a teacher was initially transferred at the administration's initiative

out of a discipline in which a reduction in force was scheduled to take place thereby reducing the number of teachers who had to be laid off; in such cases, the administratively-transferred teacher may elect to return to the discipline from which h/she came even though a teacher on lay-off status has recall rights to that discipline provided such an option is exercised prior to the beginning of the fourth school year following the administratively-initiated transfer. A vacancy exists for purposes of posting only after the School Committee has met its obligations pursuant to state law and/or the provision of ARTICLE XXI. Transfers, except as provided for in ARTICLE IX Section F, may only take place when there is a vacancy.

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SALARY AND STIPEND SCHEDULES

A. Basic Salaries

Effective July 1, 2010

	B	B+15	M	M+30	M+60	D
1	42,453	43,476	45,015	47,058	49,041	53,181
2	44,496	45,518	47,314	49,608	51,649	55,741
3	46,548	47,561	49,592	52,157	54,200	58,287
4	50,627	51,895	54,200	57,261	59,304	63,390
5	52,669	53,688	56,497	59,729	61,866	65,941
6	54,716	55,731	58,799	62,371	64,411	68,499
7	56,747	57,620	61,092	64,922	66,967	71,049
8	58,801	59,818	63,390	67,476	69,519	73,610
9	60,840	61,865	65,698	70,027	72,066	76,163
10	73,464	73,960	72,060	72,590	74,633	78,710
11			72,838	75,142	77,180	81,268
12			83,679	92,061	97,776	102,272

For the 2010-2011 school year, in addition to the above, any funds received by the Committee from the Federal Education Jobs Funding grant shall be divided equally by the number of FTEs, and each bargaining unit member shall receive a one-time lump sum payment equivalent to that FTE amount, apportioned according to the bargaining unit member's full-time equivalent status, within 30 days of the Committee's receipt of the Federal Job Acts grant.

Effective July 1, 2011

	B	B+15	M	M+30	M+60	D
1	43,521	44,569	46,147	48,242	50,274	54,519
2	45,615	46,663	48,504	50,856	52,948	57,143
3	47,719	48,757	50,839	53,469	55,563	59,753
4	51,900	53,200	55,563	58,701	60,795	64,984
5	53,994	55,038	57,918	61,231	63,422	67,599
6	56,092	57,133	60,278	63,940	66,031	70,222
7	58,174	59,069	62,628	66,555	68,651	72,836
8	60,280	61,322	64,984	69,173	71,267	75,461
9	62,370	63,421	67,350	71,788	73,878	78,078
10	75,312	75,820	73,872	74,416	76,510	80,690
11			74,670	77,032	79,121	83,312
12			85,784	94,376	100,235	104,844

Effective July 1, 2012

	B	B+15	M	M+30	M+60	D
1	43,949	45,009	46,602	48,717	50,770	55,056
2	46,064	47,123	48,982	51,357	53,470	57,706
3	48,189	49,238	51,340	53,996	56,111	60,342
4	52,412	53,724	56,111	59,279	61,394	65,624
5	54,526	55,581	58,489	61,834	64,047	68,265
6	56,645	57,696	60,872	64,570	66,681	70,914
7	58,747	59,651	63,245	67,211	69,328	73,553
8	60,874	61,927	65,624	69,855	71,970	76,205
9	62,985	64,046	68,014	72,495	74,606	78,848
10	76,054	76,567	74,600	75,149	77,264	81,485
11			75,406	77,791	79,901	84,133
12			86,629	95,306	101,223	105,877

B. Leadership Stipends

Position	2010-2011	2011-2012	2012-2013
Department Heads (K-12)	7,416	7,490	7,677
Coordinator/Health Ed.	6,951	7,021	7,196
Curriculum Leaders (6-8)	6,951	7,021	7,196
Department Heads (9-12)	6,951	7,021	7,196
Elementary Curriculum Liaison	6,951	7,021	7,196
House Leaders (6-8)	6,951	7,021	7,196
Special Needs Team Leaders	3,477	3,512	3,600

C. Co-Curricular Stipends

Group I. 200+ Hours per Year

Position	2010-2011	2011-2012	2012-2013
Football	8,308	8,308	8,308
Yearbook	8,308	8,308	8,308
Cheerleading (Fall)	6,229	6,229	6,229
Football Assistant	6,229	6,229	6,229

Group II. 150-200 Hours per Year

Position	2010-2011	2011-2012	2012-2013
Baseball	6,969	6,969	6,969
Basketball (Boys)	6,969	6,969	6,969
Basketball (Girls)	6,969	6,969	6,969
Cross Country	6,969	6,969	6,969
Field Hockey	6,969	6,969	6,969
Golf	6,969	6,969	6,969
Lacrosse (Boys)	6,969	6,969	6,969
Lacrosse (Girls)	6,969	6,969	6,969
Skiing	6,969	6,969	6,969

Group II, cont.

Soccer (Boys)	6,969	6,969	6,969
Soccer (Girls)	6,969	6,969	6,969
Softball	6,969	6,969	6,969
Spring Track (Boys)	6,969	6,969	6,969
Spring Track (Girls)	6,969	6,969	6,969
Swimming	6,969	6,969	6,969
Tennis (Boys)	6,969	6,969	6,969
Tennis (Girls)	6,969	6,969	6,969
Winter Track (Boys)	6,969	6,969	6,969
Winter Track (Girls)	6,969	6,969	6,969
Wrestling	6,969	6,969	6,969
Musical (HS)	6,969	6,969	6,969
Senior Class Advisor	6,969	6,969	6,969
Volleyball Coach	6,969	6,969	6,959
Baseball Assistant	5,227	5,227	5,227
Basketball Assistant	5,227	5,227	5,227
Cross Country Assistant	5,227	5,227	5,227
Field Hockey Assistant	5,227	5,227	5,227
Lacrosse (Boys) Assistant	5,227	5,227	5,227
Lacrosse (Girls) Assistant	5,227	5,227	5,227
Skiing Assistant	5,227	5,227	5,227
Soccer (Boys) Assistant	5,227	5,227	5,227
Soccer (Girls) Assistant	5,227	5,227	5,227
Softball Assistant	5,227	5,227	5,227
Spring Track (Boys) Assistant	5,227	5,227	5,227
Spring Track (Girls) Assistant	5,227	5,227	5,227
Swimming Assistant	5,227	5,227	5,227
Tennis Assistant	5,227	5,227	5,227
Cheerleading (Winter)	5,227	5,227	5,227
Volleyball Assistant	5,227	5,227	5,227
Winter Track Assistant	5,227	5,227	5,227
Wrestling Assistant	5,227	5,227	5,227
Basketball (Boys) (MS)	3,921	3,921	3,921
Basketball (Girls) (MS)	3,921	3,921	3,921
Drama: Fall Play (MS)	3,921	3,921	3,921
Drama: Spring Musical (MS)	3,921	3,921	3,921
Field Hockey (MS)	3,921	3,921	3,921
Vocal/Pit Band Director (MS)	3,921	3,921	3,921
Soccer (Boys) (MS)	3,921	3,921	3,921
Soccer (Girls) (MS)	3,921	3,921	3,921
Track (MS)	3,921	3,921	3,921
Assistant Coaches (MS)	2,939	2,939	2,939

Group III. 100-150 Hours Per Year

Position	2010-2011	2011-2012	2012-2013
Academic Decathlon (HS)	2,980	2,980	2,980
Band Director (MS)	2,980	2,980	2,980
Band Director (HS)	2,980	2,980	2,980
French Club (HS)	2,980	2,980	2,980
Homework Club (MS)	2,980	2,980	2,980
Junior Class (HS)	2,980	2,980	2,980
Latin Club (HS)	2,980	2,980	2,980
Math Team (HS)	2,980	2,980	2,980
Math Team (MS)	2,980	2,980	2,980
Media Services (HS)	2,980	2,980	2,980
Media Services (MS)	2,980	2,980	2,980
Mock Trial (HS)	2,980	2,980	2,980
WSPN (HS)	2,980	2,980	2,980
Newspaper (MS)	2,980	2,980	2,980
Outing Club	2,980	2,980	2,980
Robotics	2,980	2,980	2,980
Science Team (HS & MS)	2,980	2,980	2,980
Student Council (HS)	2,980	2,980	2,980
Student Council (MS)	2,980	2,980	2,980
Spanish Club (HS)	2,980	2,980	2,980
WSPN (HS)	2,980	2,980	2,980
Yearbook (MS)	2,980	2,980	2,980

Group IV. 50-100 Hours Per Year

Position	2010-2011	2011-2012	2012-2013
Asian Club (HS)	1,983	1,983	1,983
Band Director (Elem)	1,983	1,983	1,983
Business Careers (HS)	1,983	1,983	1,983
Choral Music (MS)	1,983	1,983	1,983
Community Service	1,983	1,983	1,983
Freshman Class (HS)	1,983	1,983	1,983
Intervention Team (HS)	1,983	1,983	1,983
Intramural Coordinator (MS)	1,983	1,983	1,983
Literary Magazine (HS & MS)	1,983	1,983	1,983
MCAS Coordinator (Elem) (3)	1,983	1,983	1,983
MCAS Coordinator (MS) (1)	1,983	1,983	1,983
Mock Trial (MS)	1,983	1,983	1,983
Musical: Asst. Director (MS)*	1,983	1,983	1,983
Trip Coordinator (MS) (2)*	1,983	1,983	1,983
Photography (MS)	1,983	1,983	1,983
Poetry Club (HS)	1,983	1,983	1,983
SADD (HS)	1,983	1,983	1,983

Group IV, cont.

Science Club (MS)	1,983	1,983	1,983
Sophomore Class (HS)	1,983	1,983	1,983
Testing Coordinator (HS)	1,983	1,983	1,983
Student Council (Elem)	1,983	1,983	1,983
Study Abroad Advisor (3)*	1,983	1,983	1,983
W.H.Y. Club (HS)	1,983	1,983	1,983

Group V. Up to 50 Hours Per Year

Position	2010-2011	2011-2012	2012-2013
After School Art (Elem)	1,490	1,490	1,490
After School Sports (Elem)	1,490	1,490	1,490
After School Chorus (Elem)	1,490	1,490	1,490
Amnesty International (HS)	1,490	1,490	1,490
Boston Friends (Elem)	1,490	1,490	1,490
Close-Up Program (HS)	1,490	1,490	1,490
Computer Club (MS)	1,490	1,490	1,490
Environmental Club (HS)	1,490	1,490	1,490
Fifth Grade Play	1,490	1,490	1,490
Geography Club (Elem)	1,490	1,490	1,490
Intramurals	1,490	1,490	1,490
Inventors Club (Elem)	1,490	1,490	1,490
Mini-Store (Elem)	1,490	1,490	1,490
National Honor Society (HS)	1,490	1,490	1,490
SABSE (HS)	1,490	1,490	1,490
Social Competency (Elem)	1,490	1,490	1,490
Strings Director (3- 8)	1,490	1,490	1,490
Triage Coordinator	1,490	1,490	1,490

*The parties agree that after the first year of this agreement they will review the hours required for these positions with the possibility of reclassification for the third year of the Agreement.

D. Mechanism for Adding a Position

1. Written proposal submitted to building principal by October 15 of a given year for club/activity on a non-paid basis for minimum of one year.
2. Written proposal should include a recommendation to include the position, in its proper grouping, in the following year's budget. This is in the event the stipended activity/club is approved.
3. Building principal must approve the addition in the first year of a non-paid advisor.
4. The principal and the Superintendent (or designee) must approve any paid positions.
5. Pay for a new position is to be negotiated based upon the criteria for grouping (contact hours with students) and be justifiable in terms of enrollment, interest, and financial viability.

E. Other Stipends

1. Supervision of overnight educational activities: Each teacher receives \$136.62.
2. Chaperoning activities during non-school hours: Each teacher receives \$38.29/hour.
3. Home teaching and tutorial fees shall be set at a minimum \$65.57/hour.

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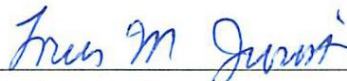
DURATION

- A. This Agreement will be effective as of July 1, 2010 and will continue and remain in full force and effect until June 30, 2013. Not later than December 1, 2012, the parties pursuant to the procedures set forth in ARTICLE II of this Agreement will enter into negotiations for a successor Agreement to become effective as of July 1 next following the negotiations.
- B. This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts.
- C. All proposals and counterproposals which were made during negotiations but not included within this Agreement have been withdrawn without prejudice to either party. All rights and benefits which the parties had as part of the prior agreement remain in full force and effect except as specifically modified by the language of this Agreement.

This Agreement having been duly ratified, the parties hereto affix their signatures.

FOR THE
WAYLAND SCHOOL COMMITTEE

1/13/2011
Date


Louis M. Jurist, Chair

FOR THE
WAYLAND TEACHERS' ASSOCIATION, INC.

1/20/2011
Date


Conrad Gees, President

1/25/2011
Date


James Page, Negotiations Committee Chairman

ATTACHMENTS

“A” SICK LEAVE BANK REGULATIONS

“B” TEACHER EVALUATION HANDBOOK

SICK LEAVE BANK REGULATIONS

In order to implement the provisions of ARTICLE VII D of the Agreement Between the Wayland Teachers' Association 1972-73, as the same may be amended from time to time, the following regulations are hereby adopted:

I. MEMBERSHIP

- A. Any individual who is eligible for membership in the bargaining unit as defined in ARTICLE I RECOGNITION shall be a member of the Sick Leave Bank and shall contribute one day of sick leave for membership in the Sick Leave Bank.

II. BENEFITS

- A. Any member who shall have exhausted his sick leave accumulated pursuant to ARTICLE VII A of the aforesaid Agreement shall be eligible to withdraw up to sixty-five (65) sick leave days (hereinafter referred to as "benefit days") from the Bank on account of any one illness upon submitting a written application therefor to the Sick Leave Bank Committee accompanied by a statement of the applicant's physician testifying to the illness. Members are eligible for Sick Leave Bank coverage up to the point at which the Town's disability insurance program becomes effective.
- B. It is desirable that all such applications for benefits shall be filed with the Superintendent or his/her designee at least five days before the expiration of the member's accumulated sick leave. Any member who is not physically able to submit a written application for benefit days shall be eligible for benefit days as his/her membership application shall be deemed an intention to apply for such benefit.
- C. Applications shall be processed and considered in order of receipt. In the event that approval of one or more applications for benefit days would result in depletion of the Sick Leave Bank, the Committee shall assign the benefit days remaining as equitably as possible among those teachers whose applications shall then be pending.

III. ADMINISTRATION

- A. The Sick Leave Bank shall be managed and administered by the Sick Leave Bank Committee consisting of four members, two to be appointed by the Wayland Teachers' Association and two to be appointed by the Superintendent. The Chairperson shall be selected by the Wayland Teachers' Association. All members serve at the pleasure of the party that appointed them.
- B. The Committee shall process and consider all applications for benefit days within one week of receipt and shall assign such days from time to time to members who shall be eligible for such benefits.
- C. All actions of the Committee shall require the affirmative vote of no fewer than three members.
- D. Any member who shall be aggrieved by the neglect or failure of the Committee to assign one or more benefit days in response to any application shall be granted an informal hearing by the Committee within one week after it has received a written request therefor; and the Committee may, thereupon, reconsider its decision.
- E. Any member who shall be aggrieved by the neglect or failure of the Sick Leave Bank Committee to reconsider its decision after such informal hearing may submit a written statement to the School Committee setting forth the facts and arguments upon which he or she relies in claiming the benefits

applied for. The School Committee may require that an applicant for sick leave bank benefits be examined by a physician mutually agreed to by the School Committee and the Association; provided that the School Committee pays for the physician's fees to the extent that they are not covered by the teacher's health insurance. The School Committee shall, within fourteen days of receiving the application or the physician's report, if requested, notify the member of its decision.

- F. In the event a member shall be aggrieved by the School Committee's decision or its failure to render a timely decision, the Association may file for expedited Arbitration of the claim for benefits under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties. Costs of the arbitration shall be borne equally by the Association and the School Committee.
- G. On September 1 and December 15 of each year, the Committee shall notify all teachers, through the Superintendent or his/her designee, of the number of members participating in the Sick Leave Bank and the number of benefit days then in the Bank. Members may, of course, obtain such information from the Superintendent or his/her designee.
- H. The Committee shall submit a report of its operations to the Superintendent of Schools and the President of the Association no less frequently than once each year, and make such recommendations on matters of policy and procedure as it may consider appropriate.
- I. The Sick Leave Bank Committee shall have the right to waive the required documents provided for in ARTICLE II, Sections A, B, and C, and to grant sick leave bank benefit days to members in the absence of one or both of the letters from the applicant and/or his/her physician.
- J.
 - (1) The Superintendent or his/her designee shall provide each employee eligible for Sick Leave Bank membership with a copy of Sick Leave Bank Regulations within five school days of the opening of school in September.
 - (2) The Superintendent or his/her designee shall provide this material to any eligible employee within five school days of the initial day of employment in Wayland if hired after September 1st.
 - (3) The Superintendent or his/her designee shall notify the Chairman of the Sick Leave Bank of any eligible employee who has been hired after September 1st within five school days of the hiring of that employee.
- K. The Sick Leave Bank Committee may consider an individual member's sick leave record in determining the eligibility of that member to receive benefit days from the Sick Leave Bank.
- L. In the event of an on-the-job injury, the sick leave bank may be used to supplement the compensation allowable under the Worker's Compensation Act up to 100% of the employee's regular compensation exclusive of any other amounts awarded pursuant to the Act. In such a case, the application for sick leave bank benefits will be processed and paid in the normal fashion; and the teacher will be responsible to reimburse the Town the amount of any double payment which may result from a subsequent award of benefits under the Worker's Compensation Act.
- M. The Sick Leave Bank Committee may require further contribution of teacher sick leave days if the Town of Wayland ceases to purchase and provide fully funded disability insurance.

Revised 9/15/81; 3/9/82; Approved: Wayland School Committee 9/14/81; 3/8/82. Approved: Wayland Teachers' Association Executive Board 9/10/81; 3/4/82. Revised 5/86; Revised 5/89.

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**WAYLAND PUBLIC SCHOOLS
Wayland, Massachusetts**

TEACHER EVALUATION HANDBOOK

PREFACE

This TEACHER EVALUATION HANDBOOK is, in the main, the result of approximately eighteen months work by a committee of representatives of the Wayland Teachers' Association, Inc. and the Wayland School Committee in accordance with the Agreement Between the Wayland School Committee and the Wayland Teachers' Association, Inc., July 1, 1984 - June 30, 1986. The evaluation instrument(s) and procedures have been brought into conformity with the requirements of the Education Reform Act of 1993 through Collective Bargaining completed in November, 1996.

Nothing in this document should contradict or in any way be interpreted in a manner which is inconsistent with relevant state laws or the Agreement Between the Wayland School Committee and the Wayland Teachers' Association, Inc.

In addition to this HANDBOOK, there are several administrative procedures which relate to the subject of teacher evaluation. All personnel should familiarize themselves with various Administrative Procedures related to the subject of personnel evaluation. (e.g., Unsatisfactory Performance and Employee Discipline; Complaints Regarding Personnel). Copies of these Administrative Procedures will be available in each school office or may be obtained from the office of the Assistant Superintendent.

NOTE: Current text reflects changes made as a result of collective bargaining between the parties through September 1, 1998.

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TEACHER EVALUATION HANDBOOK

1.0 INTRODUCTION

1.1 PURPOSES:

The process of supervision and evaluation detailed in this Handbook has three purposes. They are: (1) to provide assistance and support to maintain and improve the quality of teaching and learning; (2) to recognize and document the quality of instruction and services rendered during the evaluation period, and (3) to provide evidence and assessments which may be used as a basis for personnel actions such as reappointment, appointment to professional teacher status, promotions, assignments, the withholding of salary increases and step increments, suspension, dismissal, or for implementing the reduction-in-force procedure when the staffing authorization for a particular discipline is less than the number of professional teachers available for assignment within the discipline.

In order to meet these purposes, a cycle of evaluation and professional development is described in this Handbook. Supervision and evaluation of teachers promotes the mission and goals of the school system by encouraging and facilitating professional growth and by documenting and assessing performance.

1.2 DEFINITIONS:

“Certification” - Massachusetts teachers’ certification as issued pursuant to Massachusetts General Laws, Chapter 71, Section 38G and the regulations pertaining thereto as promulgated by the Department of Education.

“Classroom Teachers” - the term “classroom teachers” includes anyone serving in a position included within the bargaining unit represented by the Wayland Teachers’ Association other than librarians, guidance counselors, AV personnel, and speech and language therapists.

“Contributing Evaluator” - any member of the Administrative Council or any person serving in a leadership position who provides the primary evaluator with firsthand information which has been reduced to writing and shared with the teacher involved. Such information can and often will include the contributing evaluator’s assessments of the information recorded. (see Section 2.1 and APPENDIX A).

“Evaluator” - either a primary or a contributing evaluator as defined herein.

“Evaluation Period” - that period of time which has elapsed since the last evaluation report.

“Evaluation Report” - a narrative report which is prepared by a primary evaluator and set forth on the Professional Evaluation Report Form (see APPENDIX B and B.I)

“Observation” - a classroom visitation by an evaluator specifically for the purpose of gathering data to be used in preparing an Evaluation Report.

“Observation Report” - information which is provided to the teacher following an observation or series of observations. It is not an evaluation report; however, it may include assessments and may ultimately appear in or as an attachment to an evaluation report.

“Primary Evaluator” - usually the building principal unless otherwise designated on the teacher’s criteria sheet at the beginning of an evaluation period.

“Teacher” - anyone employed in a position included in the bargaining unit represented by the Wayland Teachers’ Association.

1.3 GENERAL PRINCIPLES:

- (A) Evaluators should strive to insure that whenever an aspect of a teacher’s performance is considered unsatisfactory, that information will be shared with the teacher involved to provide an opportunity to resolve such concerns before they appear in an evaluation report.
- (B) All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
- (C) During the Professional Development periods of the evaluation cycle, teachers will determine area(s) of professional development and evaluators will offer support for the teachers’ efforts.

2.0 EVALUATION PROCEDURES

2.1 PRIMARY AND CONTRIBUTING EVALUATORS:

- (A) Each teacher will have one primary evaluator. The identification of each teacher’s primary evaluator will be set forth on the Teacher Performance Standards Sign-Off Sheet which will be shared with the teacher at the beginning of each school year. The primary evaluator will normally be the building principal. In those cases in which the teacher regularly serves in more than one school building, the primary evaluator will normally be the principal of the building in which the teacher spends the largest portion of the work week. The primary evaluator, once designated, will not be changed without first notifying the teacher involved. A list of the primary evaluators will be developed and attached to this HANDBOOK as APPENDIX A.
- (B) A Contributing Evaluator must be an employee of the Wayland Public Schools. Only the positions entitled Department Head, Coordinator, and the Director of Student Services are required to periodically provide the Primary Evaluator with written input. All other Contributing Evaluators may provide written input either at their own initiative or at the request of the Primary Evaluator. In the event that the Primary Evaluator requests such written input, the teacher will be so notified.
- (C) All information provided by any contributing Evaluator must be in writing, signed, and dated by the author and shared with the teacher involved before it is given to the Primary Evaluator. Input from a Contributing Evaluator will be reviewed by the Primary Evaluator and may or may not be incorporated into the Evaluation Report at the discretion of the Primary Evaluator. In any event, the input from the Contributing Evaluator will be attached to the Evaluation Report as an appendix. All information reported by a Contributing Evaluator must be based on firsthand information or have been substantiated to the satisfaction of the Contributing Evaluator as a result of an independent investigation of the matters involved.
- (D) Teachers should understand that any interaction they have with a Primary or Contributing Evaluator may be a source of information that such an evaluator relies upon in preparing an evaluation report.

2.2 DATA-GATHERING PROCEDURES:

- (A) While classroom observation is the primary source of information regarding the performance of a teacher, evaluators are expected to gather information in as many different ways as possible to produce the most complete and accurate picture of the teacher’s overall performance. These may include conferences with the teacher; the review of materials produced by the teacher and/or students; and communications from teachers, parents, and other persons who can provide firsthand information

which has a bearing on the teacher's performance and is appropriate to consider in the evaluation process.

- (B) All Primary Evaluators are expected to communicate in writing with the teachers whom they are responsible for supervising regarding any specific data-gathering procedures they will be utilizing at the building level, if said procedures are not set forth herein. A copy of said communication will be given to the President of the Wayland Teachers' Association. Such data-gathering procedures might include but not be limited to a review of plan books, grade books, student papers, and tests. Teachers are encouraged to provide evaluators with any information they would like their evaluators to consider. Evaluators may also request whatever additional information they deem relevant from the teacher.
- (C) Evaluators are encouraged to use a variety of different data-gathering instruments and to familiarize the teachers involved with the instruments which may be used in advance of their use, if possible. The Office of the Assistant Superintendent will periodically collect sample copies of the data-gathering instruments being used by evaluators and append them to this HANDBOOK when it is re-issued.
- (D) In all instances, the data-gathering procedures used must comply with relevant provisions of the Agreement Between the Wayland School Committee and the Wayland Teachers' Association, Inc. as most recently amended.

2.3 CLASSROOM OBSERVATIONS:

- (A) The observation process should commence as soon as possible in the school year. New teachers shall be observed at least twice within the first ninety (90) school days. All teachers shall be observed at least once prior to the April vacation.
- (B) The purpose of classroom observation is to assess and improve instruction. The data gathered will be used as a basis for discussion in supervisory conferences and to establish facts which may be recorded in Evaluation Reports.
- (C) Following an observation, evaluators should provide written feedback to the teacher involved, as soon as possible.

2.4 FREQUENCY OF OBSERVATIONS:

- (A) Normally, employees in roles that are suitable for classroom "observation" can expect to be observed between one and four times by a primary evaluator prior to the receipt of an evaluation report. In the event that a teacher is observed for purposes of gathering data more than four times by his/her primary evaluator, h/she will receive a written statement from the evaluator involved explaining why.
- (B) Teachers progressing toward professional teacher status will, whenever possible, be observed by a Central Office administrator in addition to observations by primary and contributing evaluators.

3.0 EVALUATIVE CRITERIA

The following criteria apply to all certificated personnel. The criteria represent an attempt to integrate the recommended standards of the Massachusetts Department of Education's Principles of Effective Teaching with Wayland's Evaluative Criteria included in the Teacher Evaluation Handbook of the Agreement Between the Wayland School Committee and the Wayland Teachers' Association, Inc. The criteria will be the focus of the supervisory and evaluation process. The evaluator or teacher may wish to include additional areas of professional growth and/or responsibility; such areas should be written on the Teacher Performance Standards Sign-Off Sheet in September, signed by the primary evaluator and the evaluatee, and filed with the Assistant

Superintendent. The word “teacher” in these procedures includes counselors, specialists, librarians, and other members of the certificated staff of the Wayland Public Schools.

3.1 GENERAL CRITERIA:

The following general criteria apply to all professional personnel. The list is by no means exhaustive. It is, however, intended to guide the evaluator and evaluatee in setting forth those general areas which will be the focus of the supervisory and evaluation process. The evaluator or teacher involved may wish to include additional criteria, in which case such criteria should be reduced to writing, signed by the primary evaluator and the teacher, and filed with the Assistant Superintendent.

- (A) **Knowledge** - The effective teacher has the necessary depth and breadth of knowledge within his/her field(s) of certification to effectively carry out his/her duties. The teacher demonstrates a thorough knowledge of the curriculum content, as described in the compendia or course outlines, by communicating (to students, parents, and supervisor) the major concepts and details of the curriculum.
- (B) **Communication Skills** - The effective teacher is able to communicate clearly, understandably, and appropriately both orally and in writing with students, colleagues, parents, and administrators. The teacher initiates communication with parents to discuss student progress and programs.
- (C) **Interpersonal Relationships** - The effective teacher consistently demonstrates constructive professional relationships with students, colleagues, parents, and administrators.
- (D) **Contributions to the General Life of the School** - The effective teacher actively participates in activities which contribute to the well being of the school as an organization and a community. This could include but not be limited to such things as making unique and innovative contributions to the teaching learning process, serving on committees, assisting with co-curricular activities, and taking the initiative to make constructive proposals for the improvement of school operations, the enforcement of school rules, and maintaining an orderly environment.
- (E) **Professional Development** - The effective teacher is a reflective and continuous learner. Each teacher is expected to evidence continued professional growth and improvement. This could be evidenced by personal reading; formal course work; staff development courses; attendance and participation at professional conferences; membership in professional organizations, including offices held; familiarity with and application of state of the art developments; publication; etc. Whenever an office held is mentioned as an example of professional development, it will be presented as a statement of fact which evidences professional development without any judgment being made about it.
- (F) **Professionalism** - Each teacher will evidence familiarity with and application of School Committee Policies, relevant state and federal laws and regulations, (e.g. Ch. 622, Title IX, Ch. 766, *etc.*), and local Administrative Procedures. All teachers are expected to evidence responsibility in meeting all professional obligations in a timely and efficient manner. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building, and school district.
- (G) **Promotion of Equity and Appreciation of Diversity** - The teacher addresses the needs of diverse student populations and strives to include all students in the full range of academic programs and activities as well as extra-curricular activities. The teacher demonstrates sensitivity to differences in abilities, in modes of contribution, and in the personal, social, and cultural backgrounds of students, staff, and parents.

3.2 CRITERIA FOR CLASSROOM TEACHERS:

(A) **Organizing and Planning for Instruction** - Prior to or subsequent to a lesson being taught, a teacher should be able upon request to explain to an evaluator the content of the lesson, its appropriateness, both in relation to the particular students involved and the scope and sequence of the curriculum, and the particular teaching methods that will be used. This would include broad objectives for units of study as well as more specific objectives for shorter blocks of time and individual lessons. The effective teacher designs instruction to facilitate learning consistent with the needs and interests of learners. To meet this criterion, the effective teacher will demonstrate that h/she:

1. understands the needs of his/her students and designs or adapts the curriculum to meet those needs.
2. has clear goals for student learning;
3. fits each lesson into the unit goals in a logical manner;
4. relates instruction when appropriate to other fields of knowledge;
5. understands developmental psychology and its application to the teaching-learning process;
6. uses materials, media, and techniques appropriate for his/her students;
7. uses materials, media, and techniques suited to the subject and to meeting the goals of instruction;
8. emphasizes reading skills, communication, and computation which relate to the content of the instructional unit;
9. understands techniques of classroom management and how to maintain a sense of order in the classroom;
10. makes effective use of community resources where appropriate; and
11. provides for a safe physical environment including availability of equipment and materials, orderliness, and appropriate decorum.

(B) **Pedagogy** - The effective teacher successfully executes and carries out what has been planned making appropriate adjustments when necessary. An effective lesson will be executed in a manner that stimulates student interest and provides for appropriate motivation in relation to the content. The teacher will connect the content with previous materials by moving in clear and manageable stages. There will be a logical sequence to both content and process with appropriate emphasis given to major and minor points. Transitions and pacing will be smooth and productive. Questioning techniques will be varied, challenging, and thought provoking. The vocabulary used will be at an appropriate level. Opportunities will be provided for students to practice skills and apply knowledge both in class and through appropriate homework assignments. To meet this criterion, the effective teacher:

1. maintains appropriate standards of behavior, mutual respect, and safety;
2. communicates clearly in writing and speaking, using precise language appropriate for grade level;

3. demonstrates mastery in the use of instructional materials and instructional methods including the use of written work, plays, art work, oratory, visual presentations, exhibitions, and portfolios where appropriate.
- (C) **Attention to Individual Pupil Needs** - The effective teacher is fair, sensitive, and responsive to all learners. There should be specific provisions for individual student differences through sub-grouping, independent work, enrichment work, and other strategies.
- (D) **Student Involvement in the Learning Process** - The effective teacher works to actively involve all students in the learning process. There are opportunities provided for students to show initiative, ask questions, and interact with one another and the teacher. Participation is widespread and cooperative. There is a high level of time on task. Interpersonal relationships between students and the teacher are both respectful and productive. The teacher creates an environment that is positive for student learning and involvement. The teacher encourages confidence and perseverance in the student and promotes personal student responsibility for achieving the goals of the curriculum.
- (E) **Evaluation of Student Progress** - The effective teacher provides for appropriate evaluative procedures designed to assess the effectiveness of instruction. The teacher plans the assessment of student learning, on a group and an individual basis, prior to introducing new knowledge or skills. The teacher effectively monitors student understanding of the curriculum and adjusts instruction, materials, or assessments when appropriate. The teacher produces evidence that assigned students have achieved appropriate and satisfactory academic progress (or, in the case of children with special needs, the achievement of the goals of the individualized educational plan), given the range of student skill and motivation. These procedures should be both formal and informal with the specific objective of improving instruction both for the class as a whole and individual students. Assessments for whatever purpose should reflect the staff member's best professional judgment within his/her own realm of professional expertise.
- (F) **Promotion of High Standards and Expectations for Student Achievement** - The teacher communicates to students and parents appropriately high standards, expectations, and guidelines regarding quality and quantity of student work, work procedures, and interpersonal behavior.

3.3 SPECIFIC CRITERIA:

In addition to the General Criteria set forth for all personnel, the specific content of job descriptions will be considered in preparing evaluation reports.

4.0 EVALUATION REPORTS

4.1 PROFESSIONAL TEACHERS:

- (A) Except as provided in paragraphs 4(C) and 4(D) below, evaluation and supervision of Professional Teachers will proceed on a four-year evaluation and supervision cycle as follows:

Year 1: Full Narrative Evaluation Report
Year 2: Professional Development Year
Year 3: Performance Profile Sheet
Year 4: Professional Development Year

- (B) For school year 1998-99, professional teachers in each building will be randomly placed on the four years of the cycle, so that as equal a division as possible is achieved. In subsequent years, principals may place teachers who newly attain Professional Teacher Status on whichever year of the cycle will most evenly distribute across the cycle the Professional Status teachers within the building. Once teachers are placed on the cycle, their placement may not be changed without the consent of the teacher and the ASSOCIATION except as provided in sections (C) and (D) below.
- (C) Teachers who receive an overall rating of “needs improvement” [rating 2] or “does not meet requisite standards” [rating 1] in any year will not move to a professional development year, but will receive Full Narrative Evaluations until they receive an overall rating of “meets or exceeds standards.”
- (D) Teachers receiving a rating of (1) or (2) will be placed on a formal Improvement Plan which will specify:
- i) the areas of performance in which improvement is needed.
 - ii) suggested strategies and activities to effectuate the needed improvement.
 - iii) ways in which the teacher will be supported in fulfilling the goals of the Improvement Plan.
- (E) Teachers who begin a Professional Development Year may be moved to a Full Narrative or Performance Profile Sheet Year if, by April 15, their primary evaluator notifies them and the ASSOCIATION in writing that the evaluator has a significant concern about a possible decline from performance levels reflected in the previous Full Narrative Evaluation or Performance Profile Year.

4.2 TEACHERS PROGRESSING TOWARD PROFESSIONAL TEACHER STATUS:

- (A) All teachers progressing toward professional teacher status will receive at least two Evaluation Reports from their Primary Evaluator each school year. Prior to December 15th they shall receive a Non-Professional Status Teacher Mid-Year Report. Prior to May 15th they will receive a Full Narrative Evaluation. The Full Narrative Evaluation will contain the evaluator’s recommendation with respect to reappointment. Said recommendation will be made whether or not there will be a position available for the forthcoming school year. One of the following statements will be used:
1. I recommend reappointment;
 2. I recommend a professional teacher appointment;
 3. I recommend non-reappointment;
 4. I recommend non-reappointment because there is no position available;
 5. I recommend non-reappointment because there is no position available; should a position become available, I would recommend reappointment.

- (B) The Superintendent shall act on the employment status of each teacher progressing toward professional teacher status and notify each such teacher by May 15.
- (C) In order for service during a school year to count toward professional status, it must have commenced on the opening day of the teacher work year and be for the entire school year, which includes 182½ workdays, except for approved absences.

4.3 EVALUATION REPORTS:

- (A) 1. Full Narrative Evaluation reports will be prepared in narrative form on the Professional Evaluation Form. They will contain a description of the data-gathering procedures followed and will set forth specific facts about which the evaluator is making judgments. Supporting documentary evidence may be attached (*e.g.* memoranda and letters) provided that it has been shared with the teacher involved. The primary evaluator shall indicate the overall score he or she would assign to the evaluation report according to the criteria set out in ARTICLE XXI, Par. C.3.(b) of the Agreement.
- 2. Performance Profile Sheets will omit narrative descriptors except where performance in relation to a criterion has received a rating of (1) or (2).
- 3. Professional Development Year forms will be completed by the primary evaluator and teacher in timely fashion and submitted at the end of the school year for inclusion in the teacher's personnel file. These forms will not be considered as evaluations for any purpose related to a teacher's employment with the Wayland Public Schools.
- (B) The Evaluator will prepare an original and three copies of each Evaluation Report and all attachments. At the High School, an additional copy will be made for the department head. The original and one copy will be forwarded to the Office of the Assistant Superintendent. The teacher will be given one copy and the Evaluator will keep a copy.
- (C) Each page of the Evaluation Report will be signed by the teacher as an acknowledgment of its receipt.
- (D) If the teacher wishes to attach a statement to the report, it must be submitted to the Evaluator and the Office of the Assistant Superintendent within thirty (30) school days.
- (E) Teachers should be given copies of their evaluation reports as soon as possible but in no event later than five school days prior to the last day of school in June. Unless it is not possible to do so, teachers will be given a copy of their evaluation reports at least twenty-four hours in advance of a conference with the Evaluator.

5.0 PERSONNEL RECORDS AND FILES

- (A) There shall be only one (1) file for each teacher maintained by the Superintendent, which file shall contain data relevant to the work performance of the teacher.
- (B) Upon written request, the teacher shall be furnished a reproduction of any material in his/her file, provided that said teacher shall bear the expense of the reproduction.
- (C) Upon written request, the Superintendent will make available the cards and records of a teacher to said teacher and h/she will be permitted to make copies of said cards and records, at his/her expense.

A teacher will be entitled to have a representative of the ASSOCIATION accompany him/her during such review.

- (D) No material derogatory to a teacher's conduct, service, character or personality will be placed in the file unless the teacher has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- (E) Materials in a teacher's file shall be available only to the teacher, or his/her designated representative, the Superintendent, or his/her designee, or the COMMITTEE. (In grievances involving reductions-in-force, the ASSOCIATION has the right to review relevant evaluation reports of teachers other than the grievant as per the Arbitrator's Award dated January 31, 1979.)
- (F) It is recommended that teachers request permission to review their files at least once per year to see that their records and evaluations are up to date.
- (G) At a teacher's request, any items more than five years old shall be removed from his or her personnel file except:
 - 1. Evaluations, including teacher responses, if any.
 - 2. Any documents, with attachments thereto, from any School Department administrator or supervisor to the teacher or from the teacher to the Wayland Public Schools.

Any items so removed which, pursuant to public document statutes, are not destroyed shall not be used in any personnel action involving the teacher.

6.0 REDUCTIONS IN FORCE

(See ARTICLE XXI of the Agreement) APPENDICES: A, through E.

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EVALUATION ROSTER

EVALUATEE	PRIMARY EVALUATOR(S)	CONTRIBUTING EVALUATOR(S)
Academic Center	Principal	Assistant Principal
Adapted Physical Education	Director of Student Services	Principals
Art	Principal	Department Head
Classroom Teacher K-5	Principal/Curriculum Director*	
Classroom Teacher 6-8	Principal/Assistant Principal**	Assistant Principal
Classroom Teacher 9-12	Principal/Assistant Principal**	Department Head
Computer Education	Principal	Director of Technology
Curriculum Leader 6-8	Middle School Principal	Assistant Superintendent
Curriculum Specialist K-5	Assistant Superintendent	Principals
Department Head 9-12	High School Principal	Assistant Superintendent Principals
Department Head K-12	High School Principal	Assistant Superintendent Principals
Director of Athletics	High School Principal	Middle School Principal
Drama	Principal	Department Head
Early Childhood/Out of Dist. Coord.	Director of Student Services	Principals
Guidance	Principal	Director of Student Services Department Head
Health 6-12	Principal/Assistant Principal**	Assistant Principal
Health Education/Trainer	Principal	Director of Athletics
House Leader 6-8	Principal	Assistant Principal
Library/Media	Principal/Assistant Principal**	Department Head
Music	Principal	Department Head
Instrumental Music: Strings	Principal	Principals Department Head
Instrumental Music: Winds/Percussion	Principal	Principals Department Head
Physical Education	Principal/Assistant Principal**	Assistant Principal
Special Needs K-5	Principal/Director of Student Services	
Special Needs 6-12	Principal/Assistant Principal**/Director of Student Services	Department Head
Special Needs Alternative Class	Principal/Director of Student Services	
Special Needs Integration Specialist	Director of Student Services	Principals
Speech/Hearing	Principal/Director of Student Services	Principal
Work Study	Principal	Assistant Principal

Note: A “Contributing Evaluator” is any member of the Administrative Council or any person serving in a leadership position who provides the primary evaluator with firsthand information which has been reduced to writing and shared with the teacher involved. Such information can and often will include the contributing evaluator’s assessments of the information recorded.

*The K-5 Curriculum Directors may be primary evaluators for elementary teachers progressing toward professional status except for third year teachers.

**The Assistant Principals may be primary evaluators at the High School and the Middle School, each in their respective buildings.

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APPENDIX “B”

PROFESSIONAL EVALUATION FORM

Report Covers: _____ NAME: _____
From _____ to _____ ASSIGNMENT: _____
Evaluator _____ SCHOOL: _____

Signature of Evaluator

Date

Signature of Staff Member

Date

NOTE: Signature of staff member signifies receipt of evaluation only. both parties may attach additional statements. The original copy of this document and all attachments must be forwarded to the Superintendent’s office for inclusion in the staff member’s personnel file. If a rebuttal statement is submitted, it must be done within thirty (30) school days.

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NAME: _____

Signature of Staff Member

Date

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PERFORMANCE PROFILE SHEET

NAME: _____
 From _____ To _____ ASSIGNMENT: _____
 Evaluator _____ SCHOOL: _____

Ratings: Each item must be rated using one of the following whole numbers:

1. Does Not Meet the Requisite Standards of Performance
2. Needs Improvement
3. Meets or Exceeds the Requisite Standards of Performance

ATTACHMENTS: For any criteria rated as a 1 or 2, there must be a narrative comment and specific recommendations relative to improvement. The evaluator must attach a narrative statement which describes the data-gathering procedures used in preparing this report.

	Rating
I. General Criteria	
A. Knowledge	_____
B. Communication Skills	_____
C. Interpersonal Relationships	_____
D. Contributions to the General Life of the School	_____
E. Professional Development	_____
F. Professionalism	_____
G. Promotion of Equity and Appreciation of Diversity	_____
II. Criteria for Classroom Teachers	
A. Organizing and Planning for Instruction	_____
B. Pedagogy	_____
C. Attention to Individual Pupil Needs	_____
D. Student Involvement in the Learning Process	_____
E. Evaluation of Student Progress	_____
F. Promotion of High Standards and Expectations for Student Achievement	_____
III. Specific Criteria (from Job Description)	
A.	_____
B.	_____
C.	_____
OVERALL SCORE	_____

 Signature of Evaluator _____
 Date

 Signature of Staff Member _____
 Date

Note: signature of staff member signifies receipt only. Both parties may attach additional statements. the original copy of this document and all attachments must be forwarded to the Superintendent's Office for inclusion in the staff member's personnel file. If a rebuttal statement is submitted, it must be done within thirty (30) school days.

ATTACHMENTS: Yes _____ No _____ Page 1 of _____

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WAYLAND PUBLIC SCHOOLS
Wayland, Massachusetts

PROFESSIONAL DEVELOPMENT YEAR

Name: _____ School: _____

Covers from: _____ to _____ Assignment: _____

A. Conference to Establish Plan for Professional Development Date: _____

- 1. Description of teacher’s goal and plan:

- 2. Supervisor’s comment and plan for support:

B. Mid-Year Conference to Discuss Plan Date: _____

- 1. Teacher’s comment:

- 2. Supervisor’s comment and plan for support:

C. End-of-Year Conference Date: _____

- 1. Teacher’s comment on impact of professional development on teaching:

- 2. Supervisor’s comment:

Signature of Teacher

Signature of Supervisor

NON-PROFESSIONAL STATUS TEACHER MID-YEAR REPORT

NAME: _____

From _____ To _____ ASSIGNMENT: _____

Evaluator _____ SCHOOL: _____

	Meets/Exceeds Standards	Acceptable Progress	Needs Attention
I. General Criteria			
A. Knowledge			
B. Communication Skills			
C. Interpersonal Relationships			
D. Contributions to the General Life of the School			
E. Professional Development			
F. Professionalism			
G. Promotion of Equity and Appreciation of Diversity			
II. Criteria for Classroom Teachers			
A. Organizing and Planning for Instruction			
B. Pedagogy			
C. Attention to Individual Pupil Needs			
D. Student Involvement in the Learning Process			
E. Evaluation of Student Progress			
F. Promotion of High Standards/Expectations for Student			
III Specific Criteria (from Job Description)			
A.			
B.			
C.			

Signature of Evaluator Date

Signature of Staff Member Date

Note: signature of staff member signifies receipt only. Both parties may attach additional statements. the original copy of this document and all attachments must be forwarded to the Superintendent's Office for inclusion in the staff member's personnel file. If a rebuttal statement is submitted, it must be done within thirty (30) school days.

ATTACHMENTS: Yes _____ No _____ Page 1 of _____
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WAYLAND PUBLIC SCHOOLS
Wayland, Massachusetts 01778

TEACHER PERFORMANCE STANDARDS SIGN-OFF SHEET

NAME _____ SCHOOL _____

POSITION/GRADE/SUBJ. _____ COVERS PERIOD: from _____ to _____

PRIMARY EVALUATOR _____

- 1. I understand the standards by which my performance is to be evaluated.
- 2. Additional duties and responsibilities on which my performance will be evaluated:

3. Teacher-identified areas of professional growth:

- 4. Evaluation Status this year:
 - Non-Professional Status Teacher Evaluation
 - Professional Status Teacher Evaluation (check one)
 - Professional Evaluation Form
 - Professional Development Year One
 - Professional Profile Sheet
 - Professional Development Year Two
 - Improvement Plan

Teacher Signature _____ Date _____

Primary Evaluator Signature _____ Date _____

cc: personnel file

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