

MEMORANDUM OF AGREEMENT
between the
WAYLAND SCHOOL COMMITTEE
and
WAYLAND TEACHERS' ASSOCIATION

September 8, 2020

The Negotiating Team of the Wayland School Committee ("the School Committee"), acting subject to the ratification of this Memorandum of Agreement ("the Agreement") by the full School Committee to whom the Negotiating Team agrees to recommend acceptance, and the Negotiating Team of the Wayland Teachers' Association ("the Association"), acting subject to the ratification of this Agreement by the full membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from July 1, 2020 to June 30, 2023.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from July 1, 2017 through June 30, 2020 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement, unless otherwise provided for in this document.
2. Unless otherwise specified herein, all modifications will take effect as of the ratification of the successor Collective Bargaining Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

3. ARTICLE IV – SALARIES

Modify Section D as follows:

All teachers will be placed on Step according to their years of experience and degree level with full credit given for prior experience, including full-time teaching experience in a public school or accredited private school. Teachers may receive up to three years of credit for prior experience as a teaching assistant in the Wayland Public Schools, so long as the teacher held a valid educator certification at the time of such experience. In addition to the foregoing, teachers may receive credit for other teaching experience or work experience in the field of education, at the discretion of the Superintendent. 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.

4. ARTICLE V – TEACHING HOURS AND TEACHING LOADS

a. Modify Section A.5. as follows:

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~~ by the end of the following week, by mutual agreement with the teacher.

b. Add the following language as new Section A.7.:

On up to eight (8) days per work year, but no more than once per month, the Committee may extend the work day by no more than sixty (60) minutes for the purpose of faculty meetings.

5. ARTICLE VII – PERSONAL LEAVES

a. Modify Section B.1. as follows:

A teacher shall be granted up to ~~two (2)~~ three (3) school days of leave without loss of pay for time necessarily and actually lost for personal and/or business which cannot reasonably be accomplished outside the workday. Notification for such leave shall be made to the teacher's immediate supervisor as far as possible in advance of the date of such leave, but in no event less than forty-eight (48) hours in advance of such date except in the case of an emergency. Any teacher who needs a personal day need not indicate the reason s/he needs the day. Personal days may be taken in half-day increments. No personal leave may be taken the day before or after a holiday or a vacation period except in unusual circumstances and only with the approval of the teacher's immediate supervisor and the Superintendent/designee. A teacher may carry over up to one (1) unused personal day per year, however at no time may a teacher have a balance of more than four (4) personal days.

b. Modify Section B.2, as follows:

A teacher shall be granted up to five (5) school days of leave without loss of pay in the case of the death of ~~a member of the teacher's immediate family defined as the teacher's~~ spouse, child, sibling, grandparent, grandchild, or parent (including any individual who has acted in place of and as parent to the teacher or teacher's spouse); this provision applies to in-laws for the foregoing categories. ~~A teacher shall be granted up to three (3) school days of leave without loss of pay in the case of the death of a grandparent or grandchild; this provision applies to in-laws for the foregoing categories. At the discretion of the Superintendent, bereavement leave may be approved in other circumstances.~~

6. **New Provision – Cultural Proficiency Requirement**

All teachers hired after June 30, 2021 will be required to complete a district-approved course or workshop on diversity, equity, and/or culturally responsive teaching within the first three full school years of employment. The course will be provided by the District at no cost to the employee, after school or during school vacation periods; however, teachers will not receive additional compensation for completing the course.

Language reflecting this requirement will be added to Article XI of the contract, and Paragraph 21 of the Teacher Evaluation Handbook.

7. **Health Insurance Premium Repayments**

The Association acknowledges that the District has met its bargaining obligation to bargain over the method of repayment by employees who the District asserts were overpaid as a result of errors in the withholding of the employee's health insurance premium contributions.

The Parties agree that the District will contact each employee directly to engage in discussions regarding the establishment of a payment plan for the recoupment of the overpayment. All repayment plans will comply with the Massachusetts Attorney General's *Advisory on the Parameters for Recoupment of Inadvertent Wage Overpayments*.

8. **ARTICLE XXII – SALARY AND STIPEND SCHEDULES**

a. **Basic Salaries**

Subject to the requirements set forth below, the salary schedules in Section A – Basic Salaries, shall be increased in accordance with the following schedule:

Effective July 1, 2020: 2%

Effective July 1, 2021: 2%

Effective July 1, 2022: 2.5%

The salary increases set forth above are subject to the approval by the September, 2020 Wayland Town Meeting of a Fiscal Year 2021 School Department budget in an amount equal to or greater than \$43,346,145. In the event that the aforementioned Town Meeting approval is not obtained, the salary increases set forth above shall not be implemented, and the Parties will return to the bargaining table to negotiate over wage increases for Fiscal Years 2021, 2022, and 2023.

b. Stipends

- i. The stipends set forth in Article XXII shall be divided into three sections: Leadership, Club, and Athletic.
- ii. Effective July 1, 2020, the Leadership and Club stipends shall be increased by 3%.
- iii. Athletic Stipends will be reconfigured in accordance with the agreed-upon revised Athletic Stipend chart. The new stipend amounts will be implemented effective July 1, 2020, except that any teacher who held a coaching position during Fiscal Year 2020 will be "grandfathered" at the Fiscal Year 2020 stipend rate for as long as the teacher continues to hold the same coaching position, or until the new stipend rate for the position exceeds the Fiscal Year 2020 stipend rate.

9. 2020-2021 School Reopening

Representatives of the Parties have engaged in bargaining over the impacts of the WPS Fall 2020 Reopening Plan on the wages, hours, and other terms and conditions of employment of Association members, and have reached a tentative agreement on same ("Fall 2020 Reopening MOA"). All necessary approvals of the Fall 2020 Reopening MOA by both Parties shall be a required condition of this Agreement.

10. HOUSEKEEPING

The Parties agree that, during the process of integrating this Agreement into a successor collective bargaining agreement, they will cooperate in good faith to make housekeeping changes in the new agreement with the goal of ensuring completeness and accuracy of the contract document.

WHEREFORE, intending to be bound, the parties have executed this agreement this 28 day of September, 2020.

For the Wayland School Committee:

Jeannine Downs, chair

For the Wayland Teachers Association:

Kevin G. Rogers, President