

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

June 14, 2023

The Negotiating Subcommittee 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 Subcommittee 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, 2023 to June 30, 2026.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from July 1, 2020 through June 30, 2023 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 I, Section A. – Recognition**

Add “METCO Academic Liaison” to list of recognized positions, and remove “preschool teachers” from list of excluded positions.

4. **Article V, Section A.1.- Teaching Hours and Teaching Loads**

Change “Elementary” to “Elementary/Pre-K” in list of hours in subsection A.1.

5. **Article VII, Section A.2. – Family Sick Leave**

Modifying subsection A.2. as follows:

Sick leave may only be used by a teacher on those occasions when because of his/her own injury or illness h/she is unable to report for work, with the following exception: up to ~~five (5)~~seven (7) sick days per year may be used for the illness/injury of a spouse, child, parent, or other relative/significant other who is living in the teacher's immediate household.

6. Article XVI, Section B. – Tuition Reimbursement

- a. Increase the total amount of tuition reimbursement provided by modifying the last sentence in the first paragraph as follows:

The sum available under this provision shall be ~~\$93,000~~\$100,000.

- b. Increase the initial per-teacher reimbursement by modifying subparagraph B.1. as follows:

Upon the presentation of evidence of payment and the successful completion of qualifying courses, the first ~~\$750~~\$1,000 of each teacher's requests shall be fulfilled on an equal dollar basis subject to exhaustion of the fund.

7. Teacher Evaluation Handbook

Modify deadline for delivery of Summative Evaluation for non-PTS teachers to June 1, and modify corresponding deadlines for post-summative meetings accordingly.

8. Article XI, Section B.1. – Just Cause for Discipline

Modify the first sentence as follows:

No teacher shall be formally disciplined except for just cause.

9. Article V, Section A.4. – Kindergarten Assignments

Modify this section to as follows:

A five-day traditional ~~regular~~ kindergarten assignment shall be considered 65% of an FTE for all purposes under this Agreement. Traditional ~~K~~kindergarten teachers shall attend 65% of inservice programs. Principals, with input from traditional kindergarten teachers, shall determine which inservice programs said teachers should attend. The Principal will provide no less than a two-week notice of required attendance, except in an emergency. A full-day kindergarten assignment shall be considered 1.0 FTE.

10. Article IX, Section G – Transfers

Modify this section as follows:

An elementary or middle school classroom teacher who is ~~involuntarily~~ transferred or reassigned shall be entitled to a payment of \$250 for packing up and/or unpacking his/her

classroom. For purposes of this provision, “classroom teacher” shall include teachers who have an assigned room, such as the art or music teacher.

11. Article V, Section A.7 – Faculty Meetings

Modify this section as follows:

On up to ~~eight (8)~~ ten (10) 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.

12. Article V, Section C.4 – Homeroom/Advisory

Modify the second sentence in this section as follows:

The homeroom or advisory period is not considered a student supervision period.

13. Article V, Section A.1. – Open House

Add the following language:

Teachers at all levels shall be required to attend one (1) evening Open House event, to take place in the fall.

14. Article V, Section A.1. – Parent/Teacher Conferences

Delete the last paragraph in Subsection A.1., and replace with the following language:

Effective with the 2023-2024 school year, parent-teacher conferences will be conducted as follows: At the elementary level, three inservice Wednesdays in the fall and three in the spring will be designated. On each such day, the teacher workday will be extended by ninety (90) minutes. The additional two inservice Wednesdays in the spring and two in the fall which were previously designated for elementary parent-teacher conferences, and one additional Wednesday, will be designated for building-based meetings.

For grades 6-9, two inservice Wednesdays in the fall and two in the spring will be designated. On each such day, the teacher workday will be extended by one hour and forty minutes.

15. Article XV, Section C. – Long-term Sub Assignments

Modify this Section as follows:

When a teacher serves as a substitute on a temporary emergency basis, said teacher will be paid at the rate of ~~\$35.00~~ \$40.00 per instructional period, for up to five consecutive instructional days. A teacher who serves as a substitute in the same assignment for a period beyond five consecutive instructional days will assume the full responsibilities for the vacant instructional period(s), and will be paid a prorated equivalent of the teacher's daily rate, beginning on the sixth consecutive instructional day of the substitute

assignment. In instances in which a substitute coverage assignment extends, or is planned to extend, beyond forty-five (45) consecutive instructional days, a separate agreement will be created between the teacher, the Association, and the Committee, setting forth the terms of the substitute assignment and the additional prorated pay as set forth in this provision.

16. Article XIII, Section E. – Association President

Modify this Section as follows:

The President of the Association will be released from all periods of student supervision and will not have a homeroom assignment. In addition, the President of the Association will be provided with 1 day of release time per month, for the purpose of attending to Association business. Such release days will be scheduled in advance with the President's building principal. At the discretion of the building principal, such days may be taken in ½ day increments.

17. Article VI, Section A. – Non-teaching Duties

Modify this Section as follows:

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, 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. However, teachers may be assigned to cafeteria supervision on a voluntary basis.
2. Duplicating instructional and other materials, wherever possible.
3. Keeping registers and cumulative record cards.

18. Article XVIII – Non-Resident Teachers

Modify this Article as follows:

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 charge for such a child attending the Wayland Public Schools in grades K-12 shall be waived by the Committee.

Enrollment of a non-resident teacher's child in preschool through the Children's Way pursuant to this Article will be subject to space availability, and the payment of the regular tuition costs/fees for the program.

19. Article V, Section C. – Teachers' Schedules

Add the following language as a new subsection:

With the exception of weeks with fewer than five school days and/or weeks in which special activities (field trips, assemblies, etc.) are scheduled, teachers at the Children's Way will have 210 minutes of unassigned time for personal preparation each week.

20. Article VII, Section C. – Parental Leave

Strike Article VII., Sections C.4. and C.5. and replace with the following:

- A. Teachers who have been employed for at least three consecutive months shall be eligible for Parental Leave in accordance with Massachusetts General Laws, Chapter 149, Section 105D (“MPLA”). Accordingly, an eligible teacher shall be entitled to a leave of absence without pay for a period not to exceed eight (8) weeks, for the purpose of giving birth, parenting a newborn child, or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the teacher who is adopting or intending to adopt the child. Parental leave runs concurrently with leave under the Family and Medical Leave Act (“FMLA”).
- B. A teacher must provide the Superintendent or his/her designee with written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system, or provide notice as soon as practicable if the delay is for reasons beyond the teacher’s control.
- C. While on parental leave, a teacher giving birth is entitled to use accrued sick leave during any period of physical disability as a result of pregnancy, childbirth, and recovery therefrom, as certified by her physician.
- D. Any teacher may apply up to six (6) weeks of accrued sick leave days to a period of qualified approved leave for the purposes of birth or adoption of a child under the MPLA and/or the FMLA, which leave would otherwise be unpaid.
- E. A non-birth parent who elects not to take parental leave immediately following the birth or adoption, may elect one of the following options:
 - 1. The teacher may take one leave of absence of up to six consecutive (6) weeks, commencing within twelve (12) months of the birth or adoption. Such leave will be deducted from the teacher’s accumulated sick leave.
 - 2. The teacher may be granted five (5) personal days, and may use five (5) accrued sick leave days, intermittently during the twelve (12) month period following the birth or adoption. Such days may be used intermittently for purposes of caring for or bonding with the child.

- F. A teacher who exhausts all of his/her accrued sick leave during a period of parental leave may, upon his/her return from leave, be granted an advance on the teacher's sick leave accruals from the following year.
- G. In addition to the parental leave set forth in this Section, a teacher may elect to take a child rearing leave without pay of up to one (1) year, although the Committee may, in its discretion, require that the teacher remain on the leave until the September following the expiration of one (1) year. At the conclusion of the Child Rearing Leave, the teacher will be returned to a comparable 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 he/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.

21. Article V – Work Year & Work Day

- a. Add the following language as a new paragraph in Section A:

At the discretion of the building principal and/or METCO director, starting and ending times of the workday for the METCO Academic Liaison may be adjusted by up to thirty (30) minutes after the regular beginning and ending times of the work day for teachers in the building. Any such adjustment will not increase the length of the workday.

- b. Add the following language as a new paragraph in Section B:

In addition to the regular teacher work year, employees holding the positions of METCO Academic Liaison shall be required to attend two annual (2) METCO events occurring on a weekend or holiday, and up to five (5) evening METCO parent meetings in Boston. Payment for this additional work shall be provided by an annual stipend of \$1,550.

22. Article XXI, Section B.7. – Reduction in Force

Add “METCO Academic Liaison” to the list of Disciplines for Reduction in Force.

23. METCO Academic Liaison

Effective as of the ratification of this agreement or July 1, 2023, whichever occurs later (“Effective Date”), the newly-created position of METCO Academic Liaison is included within the bargaining unit.

Notwithstanding the provisions of Article X of the collective bargaining agreement, Wayland Public Schools staff holding the position of METCO Coordinator as of the Effective Date shall be offered the position of METCO Academic Liaison prior to the new positions being posted. For purposes of this agreement, a METCO Coordinator who accepts a position as METCO Academic Liaison shall be referred to as an “Incumbent.”

An Incumbent will be placed on the teacher salary schedule (applicable to teachers hired on or after July 1, 2013) in the lane which corresponds to the Incumbent’s educational attainment, and at the step which is closest to the Incumbent’s most recent annual salary as a METCO Coordinator, provided that the new salary is equal to or higher than the Incumbent’s most recent annual salary.

An Incumbent will be considered a new hire as of the Effective Date for purposes of seniority. An Incumbent’s years of service as a METCO Coordinator shall not count towards the attainment of professional teacher status.

An Incumbent will be required to obtain a provisional or initial educator license prior to the conclusion of the 2024-2025 school year.

24. 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:

Fiscal Year 2024

Effective July 1, 2023: 2.5% increase to all salaries

Effective at the midpoint of the 2023-2024 work year: 1.5% increase to all salaries

The salary increases set forth above for Fiscal Year 2024 will not be implemented until after Wayland Town Meeting approves a transfer of funds from the Salary Reserve Account to the School Department budget to cover the cost of the increases. The School Committee agrees to request such approval by Wayland Town Meeting, at the earliest time Wayland Town Meeting convenes during Fiscal Year 2024. Once said transfer is approved, the salary increases will be implemented retroactive to July 1, 2023.

Fiscal Year 2025

Effective July 1, 2024: 3.0% increase to all salaries

Fiscal Year 2026


Effective July 1, 2025: 2.75% increase to all salaries, and an additional \$1000 increase to salaries for Steps 1-10

b. Stipends

The parties agree to establish a subcommittee with an equal number of representatives appointed by each party to review the co-curricular stipends in Article XXII, Section C, and develop joint recommendations, which will be reported back to the parties. Recommendations may include, but are not limited to, changes to the process for approving new stipends; changes to the way in which stipends and/or stipend categories are reflected in the Collective Bargaining Agreement; changes to the individual stipend amounts currently listed in the Collective Bargaining Agreement; and changes to specific allocations for the FY24 fiscal year. All recommendations will be subject to approval by the Committee and the Association. For contract year 2023-2024, all stipend schedules will remain in effect.

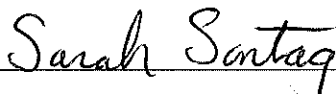
WHEREFORE, intending to be bound, the parties have executed this agreement this 27th day of June, 2023.

For the Wayland School Committee:



Interim Chair

For the Wayland Teachers
Association:



WTA President