

**MEMORANDUM OF AGREEMENT**

**between**

**The Belmont School Committee**

**and**

**The Belmont Education Association**

**Unit B**

Pursuant to the Provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement (“MOA”) is made by the BELMONT SCHOOL COMMITTEE (hereinafter referred to as the “Committee”) and Unit B of the BELMONT EDUCATION ASSOCIATION (hereinafter referred to as the “Association”). This MOA is subject to ratification by the Association and approval by vote of the Committee. Except as amended by this MOA the 2014-2017 Collective Bargaining Agreement shall constitute the 2017-2020 collective bargaining agreement. Provisions to be deleted are indicated with a strikethrough, additions are underlined.

**TERMS**

Extend contract by 3 years, updating the cover page, the “authors’ page” and Article 32 – Duration.

**ARTICLE 2 - SCOPE**

Add Elementary Assistant Principal(s)

Change Early Childhood Coordinator to Preschool Director, and Nurse Coordinator to School Nurse Director

**ARTICLE 5 - GRIEVANCE PROCEDURE**

2.d) Step Four: If the grievance is not resolved to the satisfaction of the grievant, and if the grievance involves interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within fourteen (14) days after the end of Step Three. Within seven (7) school days after such notice, the parties will mutually select an arbitrator. If the parties cannot agree on an arbitrator within that time, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within seven (7) days thereafter. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, and for the preparation and representation of its own case.

## **ARTICLE 7 - WORK YEAR**

The work-year of Directors and School Nurse Director is based on a ten (10) month contract with additional days based on the needs of the school system and the tasks to be completed. These additional days will be mutually agreed upon by the administrator and his/her supervisor.

The work-year for Preschool Director, Assistant Director of Student Services and Assistant Principals will consist of 221 work-days, except for the Elementary Assistant Principals where it will consist of 206 days.

Additional compensation will be considered by the Superintendent and discussed with an administrator and the Association under extraordinary circumstances when substantial additional time is required during the summer months.

## **ARTICLE 10 - EXCUSED LEAVE**

Annually, administrators shall exercise their professional discretion in taking up to five (5) excused leave days with pay for those obligations of a personal nature.

Administrators new to the system will, upon being hired, receive excused leave credit as provided in this Article pro-rated from the day they are, by contract, to report for work within the school system, rounded up to the nearest half-day increment. Full credit will be given if their contract calls for them to report on the first administrator work day.

Whenever practicable, notice must be submitted in writing to the Superintendent or his/her designee at least seventy-two (72) hours before the absence is to occur.

Excused leave may not be used for outside employment.

Annually, Administrators may elect to receive a \$300 payment for one (1) unused excused day. That excused day cannot be included in determining the base for compensation.

## **ARTICLE 14 - AUTHORIZED ABSENCE - WORKSHOPS AND CONFERENCES**

No salary deductions shall be made for absences, for attendance at conferences and meetings as a representative of the Belmont Public Schools, and for other absences authorized by the Superintendent or designee. The School Committee shall encourage attendance at outside workshops, conferences, meetings and conventions designed to improve the knowledge and performance of the administrator.

All requests for professional development and payment of the cost of the professional development opportunity and related travel shall be submitted to the Superintendent and/or his/her designee for approval.

Approval of the request will be based on:

1. The needs of the administrator, department, and the needs of the district
2. Equity of access to professional development across the unit
3. Budgetary constraints

(Delete article and renumber remaining articles)

## **ARTICLE 18 - REDUCTION IN FORCE**

1. In the event a position in Unit B is discontinued and the employer does not offer the displaced member another Unit B position, a displaced Unit B member will have the following rights to a Unit A position, provided the Superintendent has determined the member is qualified.

(a) A Unit B who had worked in the Belmont School System in a Unit A position for at least three years shall be entitled to be transferred to a Unit A position that is vacant or held by a teacher without professional status.

(b) A Unit B member who had not worked in the Belmont Public School System in a Unit A position for at least three years but has worked in a Unit B position for at least three years shall be entitled to be transferred to a Unit A position that is vacant.

(c) Any Unit B member with such transfer rights but where no such appropriate position exists shall be placed at the bottom of the Unit A recall list for consideration for a position later for which he/she is qualified to fill.

(d) Nothing in this section shall obligate the Committee to fill or create any positions

2. If an individual moves from Unit B to Unit A, the individual will carry all their accumulated sick leave to the new unit.

3. Accumulated excused leave will be paid out according to Article 25 and will not be carried forward to the Unit A position.

#### **(NEW) ARTICLE 34 – ASSOCIATION SECURITY**

1. Following the preparation and printing of an integrated, agreed-upon Contract, which incorporates the terms of the mutually-ratified memorandum of agreement, the Committee will supply the Association with an electronic copy of the Contract upon request by the BEA. Fifteen (15) printed copies will be made available to the BEA.
2. The President of the Association will be e-mailed a copy of the official agenda prior to each Committee meeting on the same day the agenda is e-mailed or hand-delivered to the members of the School Committee.
3. The Committee shall annually make available a total of two (2) work days per year for members of the bargaining unit designated by the Association to attend MTA and other related conferences, meetings, and workshops.
4. In the event that the duly elected BEA President is a member of this bargaining unit, the Committee agrees to bargain over the effects of that position on the terms and conditions of their employment.

#### **APPENDIX A - SALARY/PERFORMANCE PAY**

##### Minimum Salaries:

- Assistant Director of Student Services \$93,000
- BHS Assistant Principals \$93,000
- CMS Assistant Principals \$93,000
- Elementary Assistant Principals \$85,000
- Directors \$90,000

- School Nurse Director \$90,000
- Preschool Director \$85,000
- METCO Director \$80,000

The salary of an Administrator hired after July 1, 2002 will be established at the discretion of the Superintendent. All administrators hired into Unit B from Unit A will receive a salary higher than their current Unit A salary at the time they are hired into Unit B.

Compensation

All members shall receive an increase to their base salary, annually. The increase shall be a minimum of 2.75% and a maximum of 4.0% of the individual member’s salary and shall be based on a variety of sources. The data sources shall include strong positive evaluation, fulfillment of goals, introduction of innovative practices, leadership development, workload, equity, and demonstration of initiative.

There shall be a stipend of \$3,150 that shall be applied to the salary of any eligible member who has completed thirteen (13) or more night events in a school year. The assignment of these duties for Assistant Principals shall be directed by the Principal. The member must have been required to be at the event for two (2) or more hours, with all of those hours outside of the regular work day. Events which all staff are generally required to attend are not eligible for this stipend, including but not limited to curriculum/back-to-school night or evening parent-teacher conferences. The following positions are eligible for this stipend: Director of Athletics, Physical Education, and Student Activities, Director of Fine and Performing Arts, and Middle and High School Assistant Principals.

For the 2017-2020 Agreement only: In addition to the salary increases above, the members listed below shall receive the following salary increases to their base salaries, as long as they continue to be employed in these positions. This clause will sunset on the last date of this collective bargaining agreement, June 30, 2020, and shall not be carried forward into successor agreements:

Name	Position	7/1/2017	7/1/2018	7/1/2019
Torrance Lewis	CMS Assistant Principal	1%	1.5%	1.5%
Jonathan Hartunian	CMS Assistant Principal	1%	1.5%	1.5%
Mary Jane Weinstein	Assistant Director of Student Services	\$500	\$500	\$500

**APPENDIX C – Administrative Evaluation Handbook**

- Remove December 2013 date from first page of appendix

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Administrator completing a self-assessment by October 20<sup>th</sup> (or for an Administrator who started employment at a school after the beginning of the year, within a month after starting employment or within two (2) weeks of receiving Training for New Administrators (Section 5), whichever is later). The teacher may choose to submit a written self-assessment to his/her Evaluator.

B) Proposing the goals

- ii) For Administrators in their first year in a position, the Evaluator will meet with each Administrators by October 20<sup>th</sup> (or within one month of the Administrator’s first day of employment if the Administrator begins employment after September 15<sup>th</sup>) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

8. (C) Educator plan development meetings shall be conducted as follows:

- i) Administrators shall meet with the evaluator in teams and or individually at the end of the previous evaluation cycle or by November 10<sup>th</sup> of the next academic year to develop their Educator Plan.

9) Evaluation Cycle: Goal Setting and Development of the Educator Plan

- D) The Evaluator completes the Educator Plan by November 20<sup>th</sup>. The Administrator shall sign the Educator Plan within 5 school days of its receipt. The Administrator may include a written response within 10 school days, which shall be attached to the plan. The Administrator’s signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Administrator’s Plan.

18) Timelines (Dates in italics are provided as guidance)

A) Administrators on One Year Plans

<b>Activity:</b>	<b>Completed By:</b>
Superintendent meets with evaluators and Administrators to explain evaluation process	<i>September 15</i>
Evaluator meets with New Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	October 20
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 10
Evaluator authorizes Educator Plans	November 20
Evaluator should complete first observation of each Administrator	November 30
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Evaluation Report date	<i>January 15*</i>
Evaluator should complete mid-cycle Formative Evaluation Reports for Administrators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Evaluation Meetings if requested by either Evaluator or Administrator	<i>February 15</i>

Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)*or two weeks prior to Summative Evaluation Report date established by evaluator	May 15*
Evaluator completes Summative Evaluation Report	May 15 June 1
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10
Administrator signs Summative Evaluation Report	June 15

B) Experienced Administrators on Two Year Plans

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and Administrators to explain evaluation process	September 15 of year 1
Evaluator meets with first-year Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	October 20 of year 1
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 10 of year 1
Evaluator authorizes Educator Plans	November 20 of year 1
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Evaluation Report date established by Evaluator	May 1 of year 1 *
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Summative Evaluation Report date established by Evaluator	May 15 of year 2 *
Evaluator completes Summative Evaluation Report	June 1 of Year 2

Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

**Non-contractual Understanding**

By mutual understanding, but not to be included as part of the collective bargaining agreement, members of Unit B will not be obligated to complete more observations than are required in the Unit A contract.

The Committee and Association hereto duly execute this Agreement by the respective signatures of their authorized representatives:

For and on behalf of  
the Belmont School Committee:

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\_\_\_\_\_  
(Date)

For and on behalf of  
Belmont Education Association:

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(Date)