

AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE
OF THE TOWN OF WELLESLEY
AND THE
WELLESLEY TEACHERS ASSOCIATION

ADMINISTRATORS UNIT

July 1, 2013 - June 30, 2016

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AGREEMENT BETWEEN
THE SCHOOL COMMITTEE OF THE TOWN OF WELLESLEY
AND
THE WELLESLEY TEACHERS ASSOCIATION

AGREEMENT entered into as of the 1st day of July, 2013 between the SCHOOL COMMITTEE OF THE TOWN OF WELLESLEY in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the "COMMITTEE" and the WELLESLEY TEACHERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

ARTICLE 1
Definitions

Where the words are used in this Agreement, "Committee" means the School Committee of the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts; "Association" means the Wellesley Teachers Association; "Committee Responsibility" means the power and duties conferred by law upon the Committee for the conduct of public schools of the Town of Wellesley; "Administrators" as used in this Agreement shall mean the members of the professional staff of the Wellesley Public Schools included in Unit B and defined in ARTICLE 2 of this Agreement; "Unit A Contract" means the Agreement currently in force between the School Committee of the Town of Wellesley and the Wellesley Teachers Association in behalf of classroom teachers, et al, as set forth in ARTICLE 2(a) of said Agreement. Wherever the singular is used in this Agreement, it is intended to include the plural.

ARTICLE 2
Recognition

(a) The Committee recognizes the Association as the exclusive representative of those members of the professional staff of the Wellesley Public Schools comprising Unit B so-called. Unit B includes all Assistant Principals, Directors, Coordinators and Department Heads, and no other professional or nonprofessional employee of the Wellesley Public Schools.

(b) The Committee agrees not to negotiate with any organization other than that recognized as the exclusive bargaining agent pursuant to

Massachusetts General Laws, Chapter 150E. The Committee further agrees not to negotiate with any organization other than the Association in regard to changes in wages, hours or other conditions of employment during the term of this Agreement.

(c) The Committee will not unlawfully discriminate against any teacher or nurse, or teacher-applicant or nurse-applicant with respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Association, participation in any lawful activities of the Association, participation in collective bargaining negotiations, or the institution of any grievance, complaint or proceeding under this Agreement, or because of race, creed, color, gender, sexual orientation, age, national origin or qualified handicapped individuals.

(d) The Association shall be responsible for representing the interests of all Administrators without discrimination and without regard to Association membership.

(e) Matters appropriate for consultation and negotiation between the parties hereto are practices, procedures and implementation of policies relating to working conditions which are in the authority of the Committee and subject to negotiation under the Massachusetts General Laws, Chapter 150E. During negotiations the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

(f) The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Administrators, their teachers, and their students. Such information or acknowledgments of the request shall be forwarded to the Association within ten (10) calendar days of the receipt of the request.

ARTICLE 3

Committee Responsibility

(a) The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under the statutes of the

Commonwealth or the rules and regulations of agencies of the Commonwealth. As to every matter not covered by this Agreement, the Committee retains the powers, rights and duties that it has by law and may exercise the same without any such exercise being made the subject of a grievance or arbitration proceeding here under.

(b) Subject to the provisions of ARTICLE 21(b) of this Agreement, the Committee shall have the right to promulgate rules and regulations pertaining to the Administrators so long as the rules and regulations do not conflict with any terms or conditions of this Agreement.

ARTICLE 4
Administrator Responsibility

(a) The Committee and the Association shall not discriminate against Administrators in the exercise of their right, freely and without fear of penalty and reprisal, to form, join and assist any employee organization or to refrain from any such activity in accordance with the Public Employee Collective Bargaining Law of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of such Administrators to assist the Association shall be recognized as extending to participation in the management of the Association and acting for it in the capacity of an organization representative.

(b) Each Administrator shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Wellesley Public Schools in accordance with applicable laws, rules and regulations.

ARTICLE 5
Work Schedule

<u>Position</u>	<u>Work Year</u>
Dir. of Interscholastic Athletics and Intramurals	II-209
Assistant Principal	II-209
Director of Guidance	II-209
Department Head of:	
Nursing Services	I-204
Student Services (Pre-K)	I-214
Student Services (K-5)	I-214
Student Services (6-8)	II-209
Special Services (9-12)	II-209

Director of METCO	I-204
Director of Libraries	I-204
Director of Educational Technology	I-209
Director of Performing Arts	I-204
Director of Fitness and Health	I-204
Director of Art	I-204
All other Department Heads (I-190 effective FY10)	I-188

(a) Work Day

Administrators shall work at their assigned duties each day (except as noted in ARTICLE 6) for whatever reasonable time may be necessary. Administrators, exercising good judgment in the evaluation of their duties, may adjust their daily work schedules to accommodate pressing duties in connection with the responsibilities of their position.

(b) Work Year

1. The 188-day year. The 188-day year shall be defined as the 184 teacher work year plus an additional 4 workdays. The 188-day year shall include days when pupils are in attendance, orientation days at the beginning of the school year, conference days and any other days on which teacher attendance is required. Should 188-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/188th of the Administrator's annual salary. Should a 188-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/188th of his/her annual salary.

2. The 189-day year. The 189-day year shall be defined as the 184 teacher work year plus an additional 5 workdays. The 189-day year shall include days when pupils are in attendance, orientation days at the beginning of the school year, conference days and any other days on which teacher attendance is required. Should 189-day Administrators

be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/189th of the Administrator's annual salary. Should a 189-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/189th of his/her annual salary.

3. The 190-day year. The 190-day year shall be defined as the 184 teacher work year plus an additional 6 workdays, except that such 6 workdays shall not reduce the six weeks vacation. Should 190-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/190th of the Administrator's annual salary. Should a 190-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/190th of his/her annual salary.

4. The 204-day year. The 204-day year shall be defined as the 184 teacher work year plus an additional 20 workdays, except that such 20 workdays shall not reduce the six weeks vacation. Should 204-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/204th of the Administrator's annual salary. Should a 204-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the

per diem rate of 1/204th of his/her annual salary.

5. The 209-day year. The 209-day year shall be defined as the 184 teacher work year plus an additional 25 workdays, except that such 25 workdays shall not reduce the 5 weeks vacation. Should 209-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/209th of the Administrator's annual salary. Should a 209-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/209th of his/her annual salary.

6. The 214-day year. The 214-day year shall be defined as the 184 teacher work year plus an additional 30 workdays, except that such 30 workdays shall not reduce the 5 weeks vacation. Should 214-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/214th of the Administrator's annual salary. Should a 214-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/214th of his/her annual salary.

7. Administrators may be required to work a reasonable amount of time outside their regular contract year, with no additional salary, in order to help select personnel in their department when vacancy(ies) exists. A reasonable amount of time shall mean participation in a search to fill a vacancy or vacancies when the same search can be used to select one or more person(s). A search should typically last three full days. For a second or subsequent search(es), or when a single search due to unusual or unforeseen circumstances continues excessively beyond a typical

search, an Administrator will be paid for such work at his per diem rate. Reasonable accommodation will be made for an Administrator's summer commitments where the need for the search became apparent after the commitments were made. Reasonable accommodation may be in the form of working partial days around the commitment or waiting until the commitment is completed as will best serve the interests of the schools and the administrators.

(c) Administrators shall work either the 188, 189, 190, 204, 209 or 214-day year, as defined above, based upon the group and classification in which their particular position is included in Article 13.

(d) Administrators shall not be regularly assigned non-teaching supervisory duties such as study hall, detention, surveillance of lines, cafeterias, corridors, lavatories, etc.; loading and discharging of buses; patrol of building and grounds; field trips, and the like without their consent.

(e) The maximum teaching load for Administrators shall be based upon the number of teachers that they evaluate.

(f) No Unit B member whose assignment consists in part of a teaching responsibility shall be required to teach more than the equivalent of one class per semester.

Notwithstanding the above maximum teaching load, if the Superintendent intends to increase an Administrator's teaching load, which shall include an Assistant Principal's teaching load, from one school year to the next, the Superintendent will notify the administrator of his/her intention. The Administrator may request that he/she be supplied in writing with the justification for such increase. The justification shall reference such factors as the number of professional, paraprofessional and non-professional personnel supervised in whole or in part; the number and complexity of programs coordinated; the amount and type of equipment, supplies and material maintained and/or purchased on an annual basis; the level and frequency of interaction with agencies outside the school system; building supervision responsibilities; the number of buildings in which responsibilities are assigned; the nature, level and number of teaching preparations; the anticipated level and frequency of meetings with parents and with parent organizations; financial limitations of the

school department; and other such factors as may be applicable. In the event the Administrator is not satisfied with the justification given by the Superintendent, he/she may request an opportunity to respond directly or through the Association to the Superintendent prior to the Superintendent's final decision.

ARTICLE 6
Professional Leave

(a) Administrators away from their regular daily duties on recruiting duty, visiting days at other schools, approved speaking engagements, or in attendance at educational meetings as representatives of the Wellesley Public School system or other activities specifically approved by the Superintendent of Schools or his/her designated representative, shall be considered as being engaged in the performance of his/her duties.

(b) Administrators may be away from their regular duties to serve on committees and as officers in State, Regional or National professional organizations other than the Massachusetts Teachers Association and the National Education Association provided prior approval is obtained from the Superintendent of Schools or his/her designated representative. Administrators may be absent to serve on committees and as Officer of the Association at the discretion of the School Committee.

ARTICLE 7
Sick Leave

Except as provided in paragraph (b), Administrators will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year for absences due to non-work related illnesses or injuries, whether or not they report for duty on that day. Up to fifteen (15) accumulated sick days per year may be used for the following purposes: family illness in the immediate family, defined as parent, spouse, child, brother, sister, any other relative who is a permanent member of the teacher's or nurse's household or any other person with whom a teacher or nurse makes his/her home. Up to fifteen (15) additional accumulated sick days per year may be used in the case of a newborn child to assist in the care of the spouse/partner and the child and in the case of adoption, including for the adoption and care for the child. The Administrator requesting the leave should submit the request as early as possible. Such

unused sick leave shall be accumulated from year to year to a maximum of one hundred eighty (180) days. As of the start of each school year, Administrators shall be credited with all the accumulated sick leave then standing in their account plus the fifteen (15) days for the current school year. Additional sick leave may be granted on the recommendation of the Superintendent and with the approval of the Committee.

(b) All Administrators shall be credited with fifteen (15) additional sick leave days at the start of each school year even in cases where their total accumulation will then exceed one hundred eighty (180) days up to a possible maximum of one hundred ninety-five (195) days. At the end of each school year any such Administrator who has in excess of 180 accumulated sick leave days will then have his/her total accumulation reduced back to 180 days.

(c) Administrators absent due to a work related injury or illness covered by the Worker Compensation Act may, at their option, apply that proportion of any sick leave days in their account that will permit them to maintain their regular salary during the period of their work related injury or illness. For each such day of absence the Administrator will be charged with that portion of a sick leave day that represents the difference between the Worker Compensation benefit and his/her regular pay. If an Administrator shall exhaust his/her sick leave days during any such period of absence, he/she may apply to the Sick Leave Bank Committee for additional sick leave days in accordance with the procedure set forth in ARTICLE 8.

(d) The Committee may make such inquiry regarding any absence as the Committee believes necessary to determine the cause of the absence and whether its duration was reasonably justified. Such inquiry may require a medical examination by a physician selected by and paid for by the School Committee.

ARTICLE 8
Sick Leave Bank

(a) The Sick Leave Bank is established for use by qualified members of the bargaining unit whose sick leave accumulation has been exhausted through prolonged illness or accident.

(b) Members of the bargaining unit shall be eligible to participate in the Sick Leave Bank upon starting their employment in the bargaining unit, at which time one (1) day of their personal sick leave for their first year shall be contributed to the Bank; however, during their first year of employment, Administrators shall only be eligible to draw upon the Sick Leave Bank in the case of an absence caused by an injury sustained in an accident or in the case of an absence for sickness provided that the absence for sickness is not due to a preexisting condition which is defined as either:

(1) a condition which caused the Administrator to have received medical advice or treatment during the 240 day period before the Administrator's first date of employment; or

(2) a condition which caused the Administrator to have had symptoms during that period of time which would have led an ordinarily prudent person to seek medical advice or treatment for that condition. The Sick Leave Bank is intended to be used by those who have qualified for it and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. Whenever the Sick Leave Bank is reduced to thirty-five (35) days or less, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the bargaining unit who has at least one (1) year of service from his/her annual days of sick leave.

(c) To the extent that any sick leave days which have been contributed to the Bank have not been used at the conclusion of the school year, they shall be carried over into the subsequent contract year. In September of each school year, the Sick Leave Bank Committee will provide to the Association an accounting of the Sick Leave Bank, including how many days were granted to employees for the Bank in the prior school year (by individual named employee) and the balance of the Bank on September 1 of the current school year.

(d) No days may be withdrawn from the Sick Leave Bank for use for any purpose other than the prolonged illness or accident of a member of the bargaining unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

(e) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association

and two (2) members designated by the Superintendent. Both the Association and the Superintendent shall initially inform the other party in writing of their designated representatives by the end of the first full week of school year 2014-2015, and shall inform the other party in writing of any changes to their designations by the end of the first full week of each subsequent school year. Such designation by the Association shall be limited to members of the bargaining unit and without regard to Association membership or non-membership. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

1. The initial grant shall not exceed fifteen (15) days.
2. The Committee shall consider:
 - a. Adequate medical evidence of illness or accident requiring prolonged absence from work.
 - b. Prior utilization of all eligible sick leave.
 - c. Propriety in the use of sick leave.
 - d. Length of service in the Wellesley School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

(f) Upon completion of the initial fifteen (15) day period, additional entitlement, up to the activation of long-term disability benefits, may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant.

(g) Any sick leave granted under this Article that has not been used before the end of the applicable contract year shall revert to the Sick Leave Bank.

(h) In the event a member of the bargaining unit exhausts both his/her personal sick days and Sick Leave Bank days during a school year and such a person is absent due to illness or accident other than prolonged illness or accident, such person may request that the Sick Leave Bank Committee grant additional sick days to cover the immediate absence. In the case of a member who is incapacitated by illness or injury, the request

to the Sick Leave Bank may be made on his or her behalf by the Association or a relative or other legally designated representative.

ARTICLE 9
Temporary Absences

(a) Administrators will be granted leave of absence with full pay for not more than five (5) days per school year (not necessarily in succession) on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law or parent-in-law, whether such relative was a member of the household or not, and not more than three (3) days per school year (not necessarily in succession) on account of the death of a grandparent, or any other relative or friend for whom the administrator is responsible for making funeral arrangements, except in such cases as are covered in the following sentence. Pay for absence not to exceed five (5) days will also be allowed on account of the death of any other relative who was a permanent member of the Administrator's household, or of any other person with whom said Administrator made his/her home. Upon the request of an Administrator who has suffered a death in his/her family, the bereavement leave period may be extended by the Superintendent or by whoever is authorized to act in his/her absence.

(b) Each Administrator will be granted a total of three (3) days per school year with full pay to attend to personal business which cannot be attended to at times other than when classes are in session or deferred to a school vacation period, provided reasonable advance notice is given the immediate superior whenever possible. The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period, unless the Administrator has a compelling reason beyond his/her control. Except for compelling reasons, no personal business day shall be taken during the first and last fifteen (15) school days of the actual school year. Unused personal days in a given year will be converted into the employee's sick leave accrual in the following school year.

(c) Additional personal business days may be granted by the Superintendent for compelling reasons. Compelling reasons are those which, in the judgment of the Superintendent, are ones over which the Administrator has no control of the timing of the event and are of significant importance. The permission of the Superintendent in granting additional personal business days shall not be unreasonably withheld.

(d) Adoptive leave will be granted on the following basis: two weeks paid personal leave for international adoption; one week paid personal leave for domestic adoption. The parent requesting the leave should submit the request as early as possible but certainly at least thirty days prior to the commencement of the leave.

(e) The Superintendent may make such inquiry regarding any absence as the Superintendent believes necessary to determine the cause of the absence and whether its duration was reasonably justified.

(f) Where an Administrator is absent for a reason other than those stated in sections (a) and (b) above, and sections (a) through (c) of ARTICLE 7, or, except in the case of illness, is absent for a period in excess of the limits established in those sections, there shall be deducted for each day of absence not provided for in those sections and for each day of absence in excess of the prescribed limits, an amount equal to the Administrator's daily rate of pay.

(g) The Superintendent may, in exceptional circumstances, grant a leave of absence with pay for other reasons or may extend the time limits for a period greater than the time limits as set forth in this Article.

(h) The Wellesley Public Schools will compensate Administrators their regular salary for the time that they serve on jury duty, extended jury duty, grand jury, and federal jury. Any compensation received by the Administrator for jury service will be signed over to the Town. A certificate detailing the dates of service and amount of compensation received (if applicable) will be submitted by the Administrator to the payroll department upon completion of service.

ARTICLE 10

Leaves of Absence Without Pay

(a) Maternity Leave

1. Female Administrators shall, upon request, upon request, shall be granted maternity leave in accordance with 29 USC Chapter 28, the Family Medical Leave Act (FMLA) , and MGL, Chapter 49 Section 105D, the Massachusetts Maternity Leave Act (MMLA).

A teacher or nurse is eligible for maternity leave under the FMLA, if she has been employed full time by the Wellesley School Department for at least twelve months (the summer counts for purposes of FMLA), and worked at least 1250 hours during the twelve months immediately preceding the leave; and under the MMLA if she has been employed full time by the Wellesley School department for at least three consecutive months.

2. Under the FMLA, a Female Administrators may take up to twelve (12) weeks of leave, and under the MMLA for up to eight (8) weeks, for purposes of giving birth. The periods of FMLA and MMLA leave may run concurrently, however, leave taken due to complications from pregnancy may be designated as FMLA leave, whereas MMLA leave commences upon the birth of the child. In the case of multiple births, the MMLA provides for eight weeks of leave for each child. Except as provided in paragraph 3, below, a teacher or nurse shall return to work no later than the expiration of the FMLA or MMLA leave period.
3. In addition to leave available under the FMLA and MMLA, a Female Administrators may take leave for such longer period of time as she may be disabled from performing her usual professional responsibilities because of her pregnancy or other maternity related condition. A Female Administrators on such disability leave shall return to work as soon as she is no longer disabled.
4. Beyond the statutory periods of leave addressed in paragraph 2 above, and disability leaves addressed in paragraph 3 above, a Female Administrator may request to extend maternity leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of her maternity leave. Such requests for discretionary leave shall be granted except for those cases in which it is educationally unsound.
5. Female Administrators on maternity leave may apply their accumulated sick leave days or personal days to up to eight (8)

weeks of their period of disability that occurs from the birth of a child due to vaginal birth and up to ten (10) weeks due to caesarian section. The eight (or ten) week period during which a Female Administrator may use paid leave are calendar weeks and could include the two (2) weeks prior to birth. Paid leave may only be used for days during which school is in session.

Otherwise, maternity leave shall be without pay or increment.

6. The Administrator must give at least two weeks notice of her anticipated date of departure and intention to return.
7. Upon return from leave taken under this provision, the employee shall be returned to her previous position unless there has been a reduction in force, in which case the provisions of Article 16 will apply.
8. During periods of Maternity Leave under the FMLA and MMLA, the Town will pay its portion of the employee's health insurance.

(b) Parental Leave

1. Administrators not eligible for leave under (a), above, shall, upon request, be granted parental leave (1) for a period of up to twelve (12) weeks; or (2) for a period of time up to the start of the second year following the commencement of the parental leave except in the second instance for those cases in which it is educationally unsound.
2. An Administrator who is an adoptive or foster parent to a newly-placed child under the age of 18 (under the age of 23 if the child is physically or mentally disabled) shall, upon request, be granted a child-rearing leave as follows:
 - a. For a period of up to twelve (12) weeks, consistent with the provisions of the FMLA.
 - b. For up to eight (8) weeks for any other adoption or new placement of a foster child, consistent with the provisions of the MMLA. Under the MMLA, a teacher or nurse is eligible for eight weeks of leave per child.

- c. For a defined period of time up to the start of the second year following the commencement of his/her adoption or foster parent leave except for those cases in which it is educationally unsound.

Note that the periods of FMLA and MMLA may run concurrently.

3. Except as provided in Article 7, Section (a), adoption/foster parent leave shall be without pay or increment.
4. Upon return from a leave taken under this provision, the employee shall be returned to his/her previous position unless there has been a reduction in force, in which case the provisions of Article 16 will apply.
5. During the periods of Parental Leave under FMLA and MMLA, the Town will pay its portion of the employee's health insurance.

(c) Military leave without pay shall be granted for a period not exceeding five (5) years to any Administrator who is inducted or enlists in any branch of the armed forces of the United States. Upon discharge from active duty, the Administrator may within six (6) months apply for reinstatement and shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the Wellesley School System during the period of his/her absence.

(d) Any Administrator who has been employed in the Wellesley Public Schools for at least three (3) years shall be granted a leave of absence without pay for a period not exceeding two (2) years to work with the Peace Corps, Commonwealth or National Teacher Corps. Upon return from such leave, the Administrator shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the Wellesley School System during the period of his/her absence.

(e) Administrators shall be granted an unpaid leave of up to twelve (12) weeks under the FMLA to help care for a member of the teacher or nurse's immediate family who suffers from a serious health condition. Teachers or nurses may, subject to the School Committee's approval, be granted an unpaid leave for prolonged illnesses, needed rest, necessities of the home, professional improvement, teaching in other schools, performing other functions in the field of education, or for any other

activities which would, in the opinion of the Committee, be beneficial for the Wellesley Public Schools.

(f). "During this leave, the Administrator will be allowed to continue on the Town's health insurance at his/her own expense and consistent with any applicable state or federal statutes."

(g) Administrators who have been employed in the Wellesley Public Schools for at least three (3) years may be granted an alternative employment leave of absence without pay under the following conditions:

1. The application and plans for employment must be developed and submitted by March 1.
2. The leave shall be for one year or may be, at the request of the applicant and with the approval of the Superintendent, for two years. Once the leave has expired, no new leave for the same purpose shall be granted without the agreement of the Superintendent.
3. Alternative employment leave will not be granted for the purpose of permitting an Administrator to serve in another public school system in Massachusetts.
4. An Administrator who has been granted an alternative employment leave must notify the Superintendent in writing of his/her intention to return to work on or before January 15 prior to the expiration date of the leave. The Superintendent must provide any such Administrator with written notice of this requirement at least one month in advance of the aforesaid notification date. Failure to so notify the Superintendent in writing will result in termination of employment except where extenuating circumstances prevent the submission of the notification.
5. Length of service(seniority) shall continue to accumulate during the period of any such alternative employment leave.

(h) 1. All benefits to which an Administrator was entitled at the time his/her leave of absence under this Article commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

2. Leaves of absence may be extended by the Superintendent.

3. Requests for leave of absence shall be addressed to the Superintendent in writing and shall state the purpose of the leave and the period for which it is requested.

4. Administrators shall have the option to continue such insurance benefits as they might indicate, individually assuming the cost of such programs during any of the above-indicated leaves subject to the terms of the contract between the Town of Wellesley and the insurance carrier.

(i) Administrators who are on a leave of absence for seven (7) months or longer must notify the Superintendent in writing of their intention to return on or before January 15 prior to the expiration date of the leave. The Superintendent must provide such Administrators with written notice of this requirement at least one month in advance of the February 15 notification date. Except where extenuating circumstances prevent the Administrator from submitting such notification, failure to notify the Superintendent will be considered a voluntary resignation from the Wellesley Public Schools.

(j) Any request for a discretionary leave of absence must be made by March 1. A discretionary leave is one which would not come within the definition of the Family Medical Leave Act.

ARTICLE 11 Educational Leave

(a) The School Committee and the Association recognize that the granting of educational leave to qualified applicants in accordance with the criteria set forth below contributes in a significant way to the improvement of the quality of the educational process in the Wellesley Public School System. Any Administrator covered by this Agreement who has completed at least five (5) years of full-time service in the Wellesley School System may, with the approval of the Committee, be granted a leave of absence for a period of up to one (1) year for study or research at full or partial pay. Partial pay shall be computed on the basis of that amount of money the Administrator would have earned less the amount received under a fellowship, scholarship or other funds, but in any event an Administrator may accept less than full pay. In considering approval of educational leave, the Superintendent will be guided by the following criteria:

1. The educational leave will benefit the Wellesley School System immediately and directly.
2. The training or experience of the educational leave will benefit and add to the Administrator's ability and/or knowledge.
3. The Administrator's service, dedication to the teaching profession, rapport with students and colleagues, and willingness to cooperate with others must merit the consideration of an educational leave.
4. The requirements of the school system shall receive due consideration.

(b) Each Administrator granted such a leave shall enter into a written agreement (Appendix B) with the Superintendent that upon termination of such leave he/she will return to service in the Wellesley Public Schools for a period equal to two (2) times the length of such leave, and that, in default of completing such service, he/she will refund to the Town of Wellesley an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

(c) Application for a leave of absence for study or research shall be submitted to the Superintendent in writing prior to November 1 of the year immediately preceding the school year for which leave is requested, on forms provided by the Superintendent of Schools (Appendix C). Such application shall state, in addition to other relevant information, the specific purpose for which the leave is requested; the period for which the leave is requested; the institution, if any, at which study or research is to be pursued; an itinerary of the travel included in the proposed study or research; any scholarship, fellowship or other funds available for such study or research; and the amount of pay, full or partial, requested.

The Superintendent shall notify applicants of his/her decision by December 15. When the application is denied, the Superintendent's notice shall include the reason or reasons for such denial.

(d) Deductions from salary paid during the period of such leave of absence to provide coverage in the Teachers Retirement System will be made and forwarded to the State Teachers Retirement Board in order to protect the employee's service and salary record for retirement purposes. Deductions for other purposes will be made in accordance with the provisions of ARTICLE 14 of this Agreement.

(e) Upon return from leave, the Administrator will be placed on the salary schedule at the same level he/she would have achieved if he/she had remained actively employed in the Wellesley School System during the period of his/her absence. Also upon return from leave, the Administrator will be expected to submit to the Superintendent a report summarizing the results of the leave.

ARTICLE 12
Admission of Administrators' Children

Children of administrators residing outside Wellesley shall be entitled to attend Wellesley Public Schools without charge for tuition on a space available basis.

ARTICLE 13
Compensation

(a) During the term of this Agreement, salaries for Unit B Administrators shall be:

Step	FY14 (1% on Step 9 only)						July 1, 2013
	189A	190A	204A	209A	209B	214A	
1	\$93,019	\$93,757	\$95,809	\$106,280	\$99,301	\$101,676	
2	\$94,919	\$95,671	\$97,764	\$108,448	\$101,327	\$103,751	
3	\$96,856	\$97,623	\$99,760	\$110,662	\$103,396	\$105,868	
4	\$98,833	\$99,615	\$101,796	\$112,921	\$105,506	\$108,029	
5	\$100,850	\$101,647	\$103,872	\$115,226	\$107,658	\$110,233	
6	\$102,908	\$103,722	\$105,993	\$117,578	\$109,855	\$112,484	
7	\$105,008	\$105,839	\$108,156	\$119,977	\$112,096	\$114,779	
8	\$107,151	\$107,999	\$110,364	\$122,425	\$114,385	\$117,122	
9	\$109,305	\$110,170	\$112,583	\$124,885	\$116,684	\$119,476	

Step	FY14 (.5% Steps 1-8; 1% Step 9)					Mid-Year Jan, 2014
	189A	190A	204A	209A	209B	214A
1	\$93,484	\$94,226	\$96,288	\$106,811	\$99,798	\$102,184
2	\$95,394	\$96,149	\$98,253	\$108,990	\$101,834	\$104,270
3	\$97,340	\$98,111	\$100,259	\$111,215	\$103,913	\$106,397
4	\$99,327	\$100,113	\$102,305	\$113,486	\$106,034	\$108,569
5	\$101,354	\$102,155	\$104,391	\$115,802	\$108,196	\$110,784
6	\$103,423	\$104,241	\$106,523	\$118,166	\$110,404	\$113,046
7	\$105,533	\$106,368	\$108,697	\$120,577	\$112,656	\$115,353
8	\$107,687	\$108,539	\$110,916	\$123,037	\$114,957	\$117,708
9	\$110,398	\$111,271	\$113,709	\$126,134	\$117,851	\$120,671

FY15 (2% Step 9 only)

Step	July 1, 2014					
	189A	190A	204A	209A	209B	214A
1	\$93,484	\$94,226	\$96,288	\$106,811	\$99,798	\$102,184
2	\$95,394	\$96,149	\$98,253	\$108,990	\$101,834	\$104,270
3	\$97,340	\$98,111	\$100,259	\$111,215	\$103,913	\$106,397
4	\$99,327	\$100,113	\$102,305	\$113,486	\$106,034	\$108,569
5	\$101,354	\$102,155	\$104,391	\$115,802	\$108,196	\$110,784
6	\$103,423	\$104,241	\$106,523	\$118,166	\$110,404	\$113,046
7	\$105,533	\$106,368	\$108,697	\$120,577	\$112,656	\$115,353
8	\$107,687	\$108,539	\$110,916	\$123,037	\$114,957	\$117,708
9	\$112,606	\$113,497	\$115,983	\$128,657	\$120,208	\$123,084

FY15 (2% Steps 1-8)

Step	Mid-Year Jan. 2015					
	189A	190A	204A	209A	209B	214A
1	\$95,354	\$96,110	\$98,214	\$108,948	\$101,793	\$104,228
2	\$97,301	\$98,072	\$100,218	\$111,170	\$103,870	\$106,355
3	\$99,287	\$100,073	\$102,264	\$113,440	\$105,991	\$108,525
4	\$101,314	\$102,115	\$104,351	\$115,755	\$108,154	\$110,741
5	\$103,381	\$104,198	\$106,479	\$118,118	\$110,360	\$113,000
6	\$105,491	\$106,325	\$108,653	\$120,529	\$112,612	\$115,307
7	\$107,644	\$108,496	\$110,871	\$122,988	\$114,910	\$117,660
8	\$109,840	\$110,710	\$113,134	\$125,498	\$117,256	\$120,062
9	\$112,606	\$113,497	\$115,983	\$128,657	\$120,208	\$123,084

FY16 (1.5% All Steps)

Step	July 1, 2015					
	189A	190A	204A	209A	209B	214A
1	\$96,784	\$97,552	\$99,687	\$110,582	\$103,320	\$105,791
2	\$98,761	\$99,543	\$101,721	\$112,838	\$105,428	\$107,950
3	\$100,776	\$101,574	\$103,798	\$115,141	\$107,581	\$110,153
4	\$102,833	\$103,647	\$105,916	\$117,492	\$109,777	\$112,402
5	\$104,932	\$105,761	\$108,076	\$119,890	\$112,016	\$114,695
6	\$107,073	\$107,920	\$110,283	\$122,337	\$114,302	\$117,037
7	\$109,258	\$110,123	\$112,534	\$124,833	\$116,633	\$119,425
8	\$111,488	\$112,370	\$114,831	\$127,380	\$119,015	\$121,863
9	\$114,295	\$115,199	\$117,722	\$130,587	\$122,011	\$124,930

FY16 (1.5% All Steps)

Step	Mid- Year Jan, 2016					
	189A	190A	204A	209A	209B	214A
1	\$98,236	\$99,015	\$101,182	\$112,241	\$104,870	\$107,378
2	\$100,242	\$101,037	\$103,247	\$114,530	\$107,010	\$109,570
3	\$102,288	\$103,098	\$105,355	\$116,868	\$109,195	\$111,805
4	\$104,376	\$105,202	\$107,505	\$119,254	\$111,423	\$114,088
5	\$106,506	\$107,348	\$109,698	\$121,688	\$113,696	\$116,415
6	\$108,679	\$109,539	\$111,937	\$124,172	\$116,016	\$118,793
7	\$110,897	\$111,775	\$114,222	\$126,706	\$118,383	\$121,216
8	\$113,160	\$114,056	\$116,554	\$129,291	\$120,800	\$123,691
9	\$116,010	\$116,927	\$119,488	\$132,546	\$123,841	\$126,804

I-214 Dept. Head of Student Services PreK, Dept. Head of Student Services K-5

I-209 Dir. of Educational Technology

II-209 Asst. Principals, Director of Guidance, Dept. Head of Student Services (6-8), Dept. Head of Special Services 9-12; Dir. of Interscholastic Athletics and Intramurals (Effective July 1, 2015, Director of Interscholastic Athletics and Intramurals will be placed in Category I-209)

I-204 Dir. of Performing Arts, Dir. of Fitness and Health, Dir. of Art, Dir. of METCO, Dir. Of Libraries

I-204 Dept. Head of Nursing Services

I-188 All other Department Heads for FY09 and from 188 days to 190 days effective FY10

b) Each member of the bargaining unit in a 188-day, 189-day or 190-day position who provide notification by July 15 prior to a given school year on a form developed and distributed by the office of the Superintendent shall have the option of selecting his/her payment plan. The plans are: twenty-one (21) equal payments paid biweekly through the entire school year, twenty-six (26) equal payments paid biweekly through the entire year, or twenty-six (26) equal payments paid biweekly between September and June with the July and August payments payable at the end of the school year. The change in a current member's payment plan can only be made by notifying the Central Office no later than July 15 prior to a given school year. New Administrators will have the option, at the time of employment, to select one of the three payment plans.

(c) Any administrator who was hired prior to the ratification date of the prior Agreement in September, 1995, will bypass the two steps inserted on July 1, 1996, when their seniority would otherwise place them there.

(d) The initial placement on the Unit B Salary Schedule of a member of Unit A who is appointed to an administrative position in Unit B shall be no lower than the lowest step for his/her new administrative classification that is immediately above the salary level that he/she would have received for that school year if he/she had remained in Unit A.

(e) Administrators who have completed 20 years of service as of the prior June 30 will receive a longevity stipend or 2% of their base salary, whichever is less for the following years:

FY14 \$2,716
FY15 \$2,771
FY16 \$2,826

ARTICLE 14

Payroll Deductions

(a) Professional Dues

1. The Committee agrees to deduct from Administrators' salaries such dues for the Wellesley Teachers Association and its parent Associations, the M.T.A. and the N.E.A., as said Administrators voluntarily and individually authorize the Committee to deduct, and to transmit the monies promptly to such Association. Administrators' authorization for deduction of professional dues will be in writing in the form set forth in Appendix A of this Agreement.

2. The Association shall certify to the Committee in writing the current rate of its membership dues and those of its parent associations and shall give the Committee thirty (30) days written notice in advance of any change in dues.

3. The Committee shall not be required to honor for any month's deduction any authorization delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deduction is to be made.

4. If an Administrator who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him/her for the month, no deduction will be made from that employee for that month. The Association will arrange collection of dues for that month directly with the Administrator.

5. When an Administrator does not have sufficient money due him/her after other deductions authorized by him/her, or required by law, Association dues for that month will not be deducted.

(b) Other Deductions

Payroll deductions shall be provided for tax-sheltered annuities and for hospital, medical and life insurance.

If the Town acts to increase the percentage of health insurance premiums paid by it pursuant to the appropriate statutory provisions, the Committee agrees that such increase shall be applied to the employees covered by this Agreement.

(c) Indemnification

The Association shall indemnify and save the Committee and Town of Wellesley harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken or not taken by the Committee for the purposes of complying with this Article, or in reliance on any assignment furnished to the Committee.

ARTICLE 15
Vacancies and Promotions

The filling of vacancies in the professional staff of the Wellesley School System is the responsibility of the Superintendent.

(a) In the exercise of such responsibility, the Superintendent agrees to publicize vacancies for promotions and grant interviews to interested Administrators prior to filling such vacancies.

1. All Administrator vacancies which occur within the professional staff of the Wellesley School System and which provide opportunity for promotion for present staff members shall be publicized. During the work year, positions shall be publicized at least fifteen (15) school days prior to the filling of vacancies. During the summer, except during the last two weeks prior to the beginning of the school year, positions shall be publicized at least ten (10) calendar days prior to the filling of vacancies, both by the normal method and by mailing copies of the notice of vacant positions to any Administrators who indicate by June 15 that they wish to receive such material. Vacancies may be filled on a temporary basis until such procedures can be followed.

2. When in the judgment of the Superintendent the qualifications, attainments and professional backgrounds of candidates are comparable, first consideration in filling vacancies shall be given to candidates within the Wellesley School System.

(b) If the Association considers that there has been improper discrimination in the filling of any vacancy or vacancies a complaint may be filed and shall be subject to the grievance procedure.

ARTICLE 16

Evaluation

(a) Administrators will be given a personal copy of all evaluation reports prepared by their superiors and will have the right to discuss such reports with their superiors.

(b) Administrators will have the right, upon request, to review the contents of their personnel file. Upon request of the Administrator, an Association representative shall be permitted to be present at such review.

(c) No material derogatory to an Administrator's conduct, service, character or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the 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 Administrator 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.

(d) The Association recognizes the authority and responsibility of the immediate supervisor for disciplining or reprimanding an Administrator for delinquency of professional performance.

ARTICLE 17

Grievance and Arbitration Procedure

(a) A complaint is an Administrator's expression of dissatisfaction with aspects of his/her employment or working conditions which are outside his/her control and which are addressed to his/her immediate superior. The complaining Administrator may, at his/her option, be accompanied by a member of the Professional Rights and Responsibilities Committee

(hereinafter called the P.R.&R. Committee) of the Association while discussing his/her complaint. All parties involved will make a sincere effort to resolve the complaint as expeditiously as possible.

(b) A grievance is a written statement of dissatisfaction by an Administrator or a group of Administrators with employment or working conditions which has not been resolved at the complaint stage or a claim of the Association made in its own behalf or in behalf of all or a portion of the membership of Unit B which involves the interpretation or application of some provision of this Agreement.

(c) An Administrator or group of Administrators wishing to institute a formal grievance must so notify the P.R.&R. Committee on one of its forms developed for that purpose. Thereafter it shall be the responsibility of the P.R.&R. Committee to advise the aggrieved Administrators on their grievances and to aid them in the formal drafting of their grievances. It shall be the responsibility of the P.R.&R. Committee to process grievances through all of the steps of the grievance procedure, to receive and process all correspondence and replies regarding pending grievances and to inform aggrieved Administrators of the status of their grievances at each step of the procedure. The formal grievances submitted by the P.R.&R. Committee shall be on the form attached hereto as Appendix F.

(d) The procedure to be followed in instituting and processing grievances shall be as follows:

Step 1. Within twenty (20) school days from the occurrence of the event giving rise to the grievance or of the time the grievant(s) or Association first knew or had reason to know of such event, whichever occurs later, the written grievance form shall be submitted to the immediate supervisor of the Administrator. Within ten (10) school days after the institution of the grievance, the immediate superior shall arrange a meeting with the appropriate P.R.&R. Committee representative to discuss the grievance and provide his/her written answer to the grievance on the grievance form.

Step 2. If the grievance is not resolved at Step 1 then, within ten (10) school days after the Step 1 answer, it may be referred to the Superintendent. Grievances filed by the Association in its own behalf or in behalf of all or a portion of its membership in Unit B involving the interpretation or application of some provision of this Agreement shall be

instituted at this level. The Superintendent shall arrange a meeting with the appropriate P.R.&R. Committee representative and provide a written answer to the grievance within ten (10) school days after it is referred to him/her.

Step 3. If the Superintendent's answer does not resolve the grievance, then within twenty (20) school days thereafter, the Executive Board of the Association, acting with advice from the P.R.&R. Committee, may submit the grievance to the American Arbitration Association for the selection of an arbitrator and the arbitration of the grievance under its then-current rules. No Administrator shall have the right to require arbitration, that right being reserved to the Association. The decision of the arbitrator shall be final and binding upon the parties, unless contrary to law. However, he/she shall have no authority to change, alter, add to or detract from the terms of this Agreement. The costs of the arbitration proceeding shall be shared equally between the parties but each party shall bear the expense of preparing and presenting its own case.

(e) The grievance as stated in the Request For Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(f) Any of the time limits provided for herein may be waived or extended by the mutual agreement of the parties.

(g) The aggrieved Administrator shall have the option of whether or not to attend or participate in any of the meetings concerning his/her grievance.

(h) The Superintendent's office or the immediate superior involved in any grievance shall make available, upon request, any records that are pertinent to any pending grievance or arbitration proceeding.

(i) Administrators required to attend grievance meetings or arbitration cases scheduled during school hours shall be released from their regular duties for such attendance without loss of compensation.

(j) In any case in which the later of the occurrence of the event giving rise to the grievance or the time as of which the grievant(s) or Association first knew or had reason to know of such event occurs within twenty (20) school days of the end of the school year, the time limits

specified in paragraph (d) of this Article shall be measured in terms of business days rather than school days. A business day is defined as any day on which the Central Office is open for school business.

ARTICLE 18
Professional Discussions

In recognition of the professional standing of Administrators and the fact that Administrators' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Wellesley School System, and in recognition of the Association's knowledge of the ideas and opinions of Administrators, the Committee agrees that not more frequently than once every three (3) months for a duration of no longer than three (3) hours, it or its designated representative will upon request of the Association meet at a reasonable time and place with a representative of the Association to discuss matters of concern or interest to the Association. The Association agrees that at least one (1) week before the date scheduled for such discussion, the Association will submit to the Superintendent of Schools a written agenda of subjects which it desires to discuss with the Committee at that meeting and the discussion will be confined to subjects on that agenda.

It is further agreed that the provisions of this Article will not be construed as broadening the scope of other Articles of this Agreement, including but not limited to ARTICLE 21, or as broadening the application of this Agreement as a whole, and these provisions will not make any matter a grievance that would not be a grievance in this absence nor make any matter a mandatory subject of discussion at any time other than at the meetings described in this Article if the subject would not be a mandatory subject of discussion in the absence of the provisions of this Article.

ARTICLE 19
Classification Review Study Committee

The Classification Review Study Committee is established as a standing Committee to review position descriptions and examine the classification structure as needed. Any conclusions reached by the Classification Review Study Committee shall be forwarded to the School Committee as

its recommendations. The Classification Review Study Committee is comprised of three (3) members of the bargaining unit (an Assistant Principal, a Department Head, and a Director or Coordinator) appointed by the Association and two (2) individuals appointed by the Committee.

ARTICLE 20
Legislation

Should any of the terms and conditions of this Agreement be found to be in violation of any federal or state law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement. Within 30 days after such legislation is enacted, the parties will meet in order to determine the impact of the legislation on specific provisions of this agreement, and to negotiate such impact.

ARTICLE 21
Effect of Agreement

(a) This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(b) Before the Committee adopts any change in policy which will have an impact on wages, hours, or other terms and conditions of employment of Administrators, it will notify the Association in writing that it is considering such a change. The Association will have the right to discuss such change and to negotiate the impact of said change in policy on wages, hours, or terms and conditions of employment with the Committee, provided it requests such a discussion and/or negotiation within seven (7) days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) Where this Agreement requires the appropriation of funds on the part of the Committee to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations. The School Committee will advocate and support such requests for appropriations as may be necessary to fund this Agreement to the maximum extent required by law.

ARTICLE 22
Copies of Agreement

The Committee shall arrange for the printing of this Agreement in booklet form and distribute copies to Administrators. The cost of printing shall be shared equally by the two parties.

ARTICLE 23
Termination of Employment

Administrators will be expected to provide at least thirty (30) days written notice of their resignation.

ARTICLE 24
Reduction in Force

In the event that any reduction in force affecting Administrators is voted upon by the School Committee during the term of this Agreement, the parties shall promptly meet to negotiate regarding the impact thereof including the process by which an Administrator or Administrators will be selected to be reduced.

ARTICLE 25
Protection

(a) The Committee agrees to extend to Administrators the liability insurance protection currently in effect for the Committee which provides "Wrongful Acts" liability insurance in an amount up to \$1,000,000 for each loss.

(b) Administrators covered by this Agreement shall be provided with an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for Administrators and retired Administrators and their eligible dependents, on a 50% contributory basis. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town of Wellesley and the insurance carrier.

(c) If Massachusetts law governing health insurance which may be extended by municipalities to their employees (e.g. M.G.L. ch. 32B) is amended to permit coverage of domestic partners other than spouses, or if Massachusetts law is changed to permit such coverage if adopted by an appropriate municipal authority, the Committee will reopen negotiations with the Association to discuss health insurance coverage for domestic partners.

(d) The Committee will establish a medical care account plan program for employees covered by this agreement and shall deduct, at the request of an employee, the maximum allowable by law on a pretax basis. The parties shall negotiate the specifics of the plan administration within the parameters of applicable law.

ARTICLE 26 Agency Service Fee

Effective on the thirtieth (30th) day following the commencement of his/her employment, any administrator who was hired after December 15, 1988 shall either become and remain a member in good standing of the Association or shall pay an agency service fee to the Association. Any administrator who was a member of the Association as of December 15, 1988 shall either remain a member in good standing or pay an agency service fee to the Association. Any administrator who was not a member of the Association as of December 15, 1988 shall have no such obligation. Further, any such administrator shall have no such obligation if he/she transfers to a job in the Unit A bargaining unit.

The agency service fee shall be equal to the amount that is required to become and remain a member in good standing of the Association and the state and national organizations with which it is affiliated subject to the establishment of a rebate procedure, as set forth in Chapter 150E, Section 12 of the Massachusetts General Laws, for that part of the said amount that represents a pro rata share of the expenditures by the Association and its state and national affiliates for:

1. Contributions to political candidates or to political committees that are formed for a candidate or political party;
2. Publicizing of an organizational preference for a candidate for political office;
3. Efforts to enact, defeat, repeal or amend legislation that is unrelated to the wages, hours, standards of productivity and performance and other terms and conditions of employment and the welfare or working environment of public school teachers, nurses and/or administrators;
4. Contributions to charitable, religious or ideological causes that are not germane to the Association's duty as an exclusive bargaining agent; or
5. Benefits which are not germane to the governance or duties of the Association or the state and national organizations with which it is affiliated and which are available only to members of the Association.

The agency service fee may be deducted from the salaries of the Administrators from whom it is due pursuant to the same procedure that is set forth in Article 14 Section (a) 1-5 of this Agreement. The sole method available for the collection of delinquent agency service fees shall be by civil litigation that shall be the sole responsibility of the Association. No administrator may be discharged or disciplined for failure to pay an agency service fee. The Association shall indemnify the School Committee for any liability, exclusive of attorneys fees and related costs, that it incurs as a result of having entered into or administering this agency service fee provision.

ARTICLE 27

Dismissal, Suspension And Demotion of Administrators With Professional Teacher Status

The School Committee recognizes that administrators in the Wellesley Public Schools are protected from dismissal, suspension or demotion as per Massachusetts General Law Chapter 71.

ARTICLE 28
Release Time For WTA President

If the President of the WTA is an Administrator, he/she and his/her immediate supervisor shall agree upon a release arrangement that is similar to the Unit A release arrangement. Any such release arrangement shall be without cost to the School Committee and shall not impede the delivery of program.

ARTICLE 29
Duration of Agreement

This Agreement shall be effective as of July 1, 2013 and shall continue in full force and effect until midnight, June 30, 2016 and shall then terminate unless extended by the parties hereto. Negotiations to amend this Agreement may be initiated at any time by mutual consent of the parties. Either party may open negotiations for a successor Agreement at any time in the 2015-2016 school year by sending a written notice of such intention to the other party.

For the Wellesley Teachers' Association

K.C. Ketch
Tor
WTA
Michelle Kelly
I. Quigley
Sam

For the Wellesley School Committee

D. Douglas Boyce
Rita Boone
Janet C. Schmidt
Christy McQuinn
John
Paul
John
James
John President

DUES AUTHORIZATION CARD

APPENDIX A



MASSACHUSETTS TEACHERS ASSOCIATION
 20 ASHBURTON PLACE, BOSTON, MA 02108
 TELEPHONE: (617) 742-7950 or 800-392-6175
 www.massteacher.org • www.nea.org

Payroll Deduction MEMBERSHIP APPLICATION

PLEASE CHECK ONE

- Pre-K thru 12 Professional
- Education Support Professional (ESP)
- Higher Education

PAYROLL DEDUCTION AUTHORIZATION

I HEREBY AUTHORIZE THE

INSTRUCTIONS:

Please read and complete all sections.
 Print firmly and clearly so image transfers to all copies.
 Present the completed application to the Association Representative so your temporary card can be signed and activated.

PERSONAL INFORMATION

SOCIAL SECURITY NUMBER	AREA CODE	HOME PHONE	AREA CODE	WORK PHONE
MAIL ADDRESS	AREA CODE	PERSONAL FAX NO.		
FIRST	MIDDLE	LAST	(JR, SR, ETC.)	
NAME				
ADDRESS				
CITY	STATE	CTRY	ZIP + 4	

MEMBER YEAR
LOCAL ASSOCIATION NAME
BARGAINING UNIT
EMPLOYER
WORK LOCATION / BLDG. CODE

PAYMENT INFORMATION

ASSOCIATION	TYPE	ANNUAL PAYMENT
NEA		
MTA		
COUNTY		
LOCAL		
TOTAL		

MEMBER CODES ON BACK OF FORM

ETHNICITY	GENDER	MARITAL STATUS	DATE OF BIRTH			
			MO.	DAY	YR.	
POSITION	SUBJECT	HIRE DATE		FIRST TIME MEMBER?		
		MO.	DAY	YR.	YES	NO

Note: When your membership has been processed, you will automatically be given a unique membership identification number, which can be used as an identifier in place of your Social Security number. You will find it on your membership card. You can also use it to access the Members Area of the MTA web site: www.massteacher.org

Dues payments are not deductible as charitable contributions for federal income tax purposes. Dues payments (or a portion) may be deductible as a miscellaneous itemized deduction.

CLASSROOM TEACHER DEFINITION: Classroom Teacher shall mean any person who is certified, where required, and a major part of whose time spent in direct contact with students or who performs allied work, which results in placement of the person on a local salary schedule for teachers.

Ethnicity information is optional. Failure to provide it will in no way affect your membership status, rights or benefits in NEA, MTA or any of their affiliates. Information on this form will be kept confidential and for the exclusive use of MTA / NEA.

SCHOOL COMMITTEE AND THE TREASURER OF SAID MUNICIPALITY OR THE TREASURER / BURSAR OF THE UNIVERSITY/COLLEGE TO DEDUCT EACH YEAR THE CURRENT DUES OF MY LOCAL, COUNTY, STATE AND NATIONAL ASSOCIATIONS NOTWITHSTANDING ANY INCREASES OR DECREASES IN SUCH DUES IN THE FUTURE YEARS.

I UNDERSTAND THAT THE SPECIFIC AMOUNT OF THE CURRENT DUES OF THE ASSOCIATIONS SHALL BE CERTIFIED TO THE COMMITTEE BY MY LOCAL ASSOCIATION TREASURER OR THE TREASURER / BURSAR EACH SCHOOL YEAR.

THE DEDUCTIONS SHALL BE MADE IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE LOCAL ASSOCIATION AND THE

SCHOOL COMMITTEE OR BETWEEN THE FACULTY ASSOCIATION AND THE UNIVERSITY / COLLEGE AS IT MAY BE AMENDED OR RENEWED FROM TIME TO TIME, INCLUDING ANY SUCCESSOR AGREEMENTS AND IN THE ABSENCE OF ANY SUCH AGREEMENT SUCH DEDUCTIONS SHALL BE MADE PURSUANT TO C 180 S. 17C AS MOST RECENTLY AMENDED.

I UNDERSTAND THAT I MUST GIVE AT LEAST SIXTY (60) DAYS NOTICE TO THE COMMITTEE OR TO THE TREASURER / BURSAR TO WITHDRAW THIS AUTHORIZATION FOR A SUBSEQUENT SCHOOL YEAR. I FURTHER UNDERSTAND THAT I AM OBLIGATED TO PAY THE FULL ANNUAL DUES FOR EACH YEAR AS DETERMINED BY THE MTA BYLAWS.

X
SIGNATURE

DATE

MEMBER'S SIGNATURE

DATE

TREASURER/LOCAL ASSN REPRESENTATIVE

RETURN TO MTA - FINANCE & ACCOUNTING



EMPLOYER COPY

EDUCATIONAL LEAVE AGREEMENT

APPENDIX B

Wellesley Public Schools
40 Kingsbury Street
Wellesley, Massachusetts 02481

I hereby certify that in keeping with the Educational Leave Policy of the Wellesley Public Schools, that upon the termination of such leave, I will return to service in the Wellesley Public Schools for a period of two times the length of such leave, and that, in default of completing such service, will refund to the Town of Wellesley, an amount equal to such proportion of salary received by me while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service to be rendered.

Date

Signature

Superintendent of Schools

APPLICATION FORM FOR EDUCATIONAL LEAVE OF ABSENCE

APPENDIX C

Wellesley Public Schools
40 Kingsbury Street
Wellesley, Ma 02481

APPLICATION FORM FOR EDUCATIONAL LEAVE OF ABSENCE

Name_____

Professional Position_____

Length of Professional service in Wellesley_____

Present Salary_____

At which college or university, if any, do you plan to study or pursue research?

Purpose for which leave is requested_____

Itinerary of any travel involved in your study or research_____

Length of leave requested_____

Portion of salary requested_____

Fellowship, scholarship or other funds available_____

In responding to the following questions, attach supporting documentation whenever you believe it will be helpful to the School Committee in reviewing your application.

1. How will the educational leave benefit the Wellesley School System immediately and directly?

2. Will the training and experience of the educational leave benefit and/or add to your ability and/or knowledge?

3. In what ways does your service, dedication to the teaching profession, rapport with students and colleagues, and willingness to cooperate with others merit the consideration of an educational leave?

The applicant for educational leave is encouraged to submit additional information to support the leave request.

Upon completion of the educational leave, a written report including reference to questions #1 and #2 above, must be submitted to the School Committee by October 1 of the school year immediately following the leave.

Preliminary Approval:

Principal _____ Date _____

Superintendent _____ Date _____

Final Approval:

Date School Committee Votes Approval _____

SUPERVISION & EVALUATION

APPENDIX D

In accordance with recommendation from the Design Team and DESE Guidelines.

Appendix E
PRINCIPLES OF EFFECTIVE ADMINISTRATIVE LEADERSHIP AND
EXAMPLES OF DESCRIPTORS

I. Effective Instructional Leadership

The effective administrator works with others to create learning environments that address the needs of students. For example:

A. The administrator facilitates the development of a shared mission and vision.

1. Demonstrates an understanding of the importance of mission and vision, based on a well developed philosophy and develops a collaborative vision that provides direction for the school or district.

2. Recognizes that student learning must be the focus of all school programs and activities.

B. The administrator encourages and uses a variety of strategies to assess student performance accurately.

1. Encourages teachers to view authentic learning and authentic assessment as linked.

2. Uses a variety of valid, reliable, and unbiased instruments to assess the achievement of learner goals.

3. Uses a cyclical, ongoing process to review and evaluate the goals, methods, and resources of programs and makes modifications as needed.

C. The administrator applies current principles, practices, and research to foster effective teaching.

1. Demonstrates knowledge of the instructional process and teaching methodologies.

2. Assists teachers to develop inquiry-based teaching practices.

3. Assists and inspires teachers to make significant changes in practice as changes are dictated in the field.

D. The administrator leads the renewal of curriculum and instructional programs.

1. Assures that the school's/district's curriculum and its implementation reflect the principles of the state's Common Core of Learning and Curriculum Frameworks.

2. Encourages and assists staff to be knowledgeable in subject areas and also to identify connections between disciplines.

3. Assists staff to distinguish between what is central and what is peripheral in the subject area when analyzing, planning, and supervising units, courses, and programs so that instruction time on central concepts, skills, and understanding are protected.

4. Uses a broad and current knowledge of instructional trends to involve staff in curriculum planning and program improvement, based on the vision, goals, and needs of school, district, and community.

E. The administrator promotes and models the effective use of appropriate instructional technologies.

1. Integrates the appropriate use of video, computers, telecommunications, and other technologies into the curriculum.

2. Allocates fiscal and human resources for incorporating technology in the instructional process, accessing information and resources through electronic networks, e.g., Internet, and improving communication (e.g., e-mail, homework hotlines).

F. The administrator holds teachers accountable for having high standards and positive expectations that all students can perform at high levels.

1. Enlists teachers in creating and communicating to students positive dispositions toward learning

2. Works with teachers to establish high standards and expectations for student work.

3. Assists teachers to make their expectations and how to meet them very clear to students.

4. Promotes activities that honor academic excellence.

G. The administrator works with teachers and other staff to supervise and evaluate their performance, using performance standards, and to identify areas for growth.

1. Understands and communicates performance standards for teachers, using the state's baseline standards as a foundation.

2. Communicates consistent expectations that all teachers can meet standards and perform at high levels.

3. Employs current supervision and evaluation models and practices to assess the performance of teachers and encourage growth.

4. Encourages staff to improve practice through collegial activities such as modeling and peer mentoring.

5. Evaluates classroom instruction in terms of teacher objectives and student performance; follows effective practices for improving teacher performance.

6. Supports individuality of teacher approaches to classroom organization, management, and teaching styles.

7. Monitors the assessment of performance to ensure that staff reach the levels set by the system.

H. The administrator supports ongoing professional development.

1. Provides opportunities for all staff to engage in professional development that enhances curriculum renewal, staff performance, and student learning.

2. Applies research on adult learning and development to design and provide for effective professional development.

3. Fosters effective professional development based on research and models of desired practice including time for reflection, planning, problem solving and collaboration; repeated practice and feedback; and respect for individual adaptations.

4. Encourages collegial approaches to professional development including mentoring, peer coaching, study groups, and group planning and problem-solving.

5. Involves staff in identifying professional development needs.

6. Monitors, documents, and assesses staff professional development activities.

7. Supports staff sense of self-worth; recognizes and encourages teacher initiatives; celebrates individual and collective achievements.

8. Ensures that growth of staff results in student learning and development.

II. Effective Organizational Leadership

The effective administrator creates a self-renewing organizational environment that consistently focuses on enabling all students to achieve at high levels. For example:

A. The administrator applies research and organizational leadership skills.

1. Applies concepts of organizational behavior and organizational development in daily work.
2. Analyzes the environment in which decisions are made and predicts the impact of those decisions on organizations accurately.
3. Stimulates the development of new programs in areas where changing conditions or new professional insights encourage new approaches.
4. Identifies opportunities to improve the organization's performance.

B. The administrator demonstrates communication skills that are clear, direct, and responsive.

1. Communicates the school's vision, goals, needs and accomplishments to students, school personnel, families, and the community.
2. Facilitates communication that yields results through team work, consensus, and inquiry.
3. Makes use of reliable and professional sources of data, information, and analysis, including the use of technologies, to understand relevant professional issues.
4. Demonstrates understanding of a speaker's point of view, opinions, and ideas even if they are different, new, or oppositional.
5. Presents ideas clearly and concisely in writing. Adapts form and language to the audience (e.g., students, teachers, parents).
6. Presents facts and ideas orally in individual and group situations; uses language that is clear, concise, and appropriate to the person or group.
7. Presents facts and ideas clearly and concisely using visual and symbolic representations.
8. Presents facts and ideas clearly and concisely using appropriate technologies.
9. Communicates so that language and nonverbal cues are consistent, not conflicting.

C. The administrator creates a positive, informed climate for collegial teaching and learning.

1. Understands the elements of a strong school culture for adults and is committed and prepared to strengthen them.
2. Applies theories of human development, adult learning, and motivation to develop a community of learners.

3. Provides an environment and culture where creativity, exchange of ideas, responsible risk-taking, and experimentation are shared, valued, and practiced.

4. Builds a culture within the student body and staff that promotes learning.

5. Creates a school climate that gives a sense of well-being and safety.

6. Inspires in others a desire for growth and development.

D. The administrator facilitates constructive change.

1. Uses approaches to organizational change, including processes for school-based management and school restructuring.

2. Exhibits openness to new ideas from others; demonstrates originality in developing policies and procedures.

3. Is receptive to new ideas and change, yet understands the need for stability in schools and society.

E. The administrator plans for, models, and encourages collaboration and shared decision-making.

1. Develops, participates in, and maintains systems of shared decision making with department and/or school colleagues and the larger school community.

2. Involves others in setting and accomplishing goals; recognizes when a group requires direction and uses appropriate intervention styles.

3. Provides appropriate time and resources for collaborative planning.

F. The administrator applies strategic planning techniques that foster systemic approaches and result in sound decisions.

1. Applies knowledge of human development, organizational development, and pedagogy to decision-making in the allocation of resources such as personnel, time, space, materials, and budget.

2. Develops and implements long and short-term plans for educational program improvement, professional development, resource allocation, enrollments, and facilities consistent with the school and district mission.

3. Assesses current reality, considers implications of solutions, and acts in the best interest of students.

4. Makes use of reliable sources of data, information, and analysis to expand and deepen perspective on goals, objectives, and planning needs.

III. Effective Administration and Management

The effective administrator acts within legal and ethical guidelines to accomplish educational purposes and improve student learning. For example:

A. The administrator carries out personnel selection, supervision, evaluation, and management functions for the school or district effectively.

1. Applies current principles and techniques of staffing, selection, orientation/induction, assignment, supervision, evaluation, motivation, and termination of personnel.
2. Applies sound human resources knowledge and practices in personnel management and labor relations including conflict resolution, mediation and negotiation.
3. Develops and implements procedures for evaluating personnel using Massachusetts' baseline performance standards, effective supervision and evaluation practices, and due process procedures.

B. The administrator applies current knowledge of policy formation and legal requirements within the scope of his/her responsibility.

1. Applies knowledge of how teachers, the school, the district, and the community interact to create a school community.
2. Applies knowledge of how policy and decisions are made through the legislative process, the local electoral process, and administratively.
3. Understands and implements federal, state, and municipal laws, regulations, policies, and procedures including the implications of liability and requirements of due process.

C. The administrator applies current knowledge of fiscal management policy and practices within the scope of his/her responsibility.

1. Applies principles of financial planning, including analyzing and evaluating the financial resources for school or system operation and translating program needs into cost requirements.
2. Employs sound fiscal management procedures, methods, and techniques to prepare, revise, and monitor the school or district budget.

3. Applies techniques for resource allocation and asset management.

D. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance, and facilities management) within the scope of his/her responsibility.

1. Knows the availability of community services and how to coordinate those services for students.

2. Makes decisions concerning facilities and equipment management and needs to support school/district goals and objectives.

3. Applies regulations regarding school facilities to ensure a barrier-free environment for students and staff.

E. The administrator uses appropriate technologies to administer his/her responsibilities.

1. Applies technology management tools (e.g., databases, spreadsheets) to analyze information (e.g., school finance, student and staff record keeping, on-line school profiles) and make decisions.

IV. Promotion of Equity and Appreciation of Diversity

The effective administrator strives to ensure equity for all students and values diversity in the school environment. For example:

A. The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents.

1. Provides opportunities to include all staff, students, and parents in the full range of school and district programs and activities.

2. Addresses the needs of diverse educational personnel and student populations by applying and adapting constitutional and statutory laws, state regulations, and Board of Education policies and guidelines.

B. The administrator demonstrates appreciation for and sensitivity to the diversity among individuals.

1. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.

2. Develops and implements educational, political, and organizational strategies that are effective in meeting the needs of a diverse student body.

3. Functions effectively in a multi-lingual, multi-cultural and economically diverse society.

V. Effective Relationships with the Community

The effective administrator interacts with the community responsibly to address the needs of students. For example:

A. The administrator assesses the needs of parents and community members and involves them in decision-making.

1. Creates an environment for encouraging recommendations from parents, students, and community members to determine how the school/district can meet their needs.

2. Involves parents and community members in developing the vision, goals, improvement plans, and programs for the school/district.

3. Engages parents, students, and community members in improving student learning.

B. The administrator promotes partnerships among staff, parents, business, and the community.

1. Communicates and interacts with parents, community groups and related service agencies in culturally appropriate ways and involves them in the education of students.

2. Enlists volunteers to support instructional needs.

C. The administrator interprets, articulates, and promotes the vision, mission, programs, activities, and services of the school/district.

1. Communicates the school's vision, goals, needs, and accomplishments to students, school personnel, parents, and the community.

2. Deals with the media effectively to communicate to the public.

3. Provides information to parents and the community through handbooks, brochures, fact sheets and other handouts available at the school or office.

4. Meets with appropriate community groups in the attainment of objectives.

VI. Fulfillment of Professional Responsibilities

The effective administrator models professional behaviors that contribute to addressing the needs of students. For example:

A. The administrator demonstrates enthusiasm for his/her own learning.

1. Demonstrates that life-long learning and professional development are necessary for self and others.
2. Keeps abreast of current educational research and exemplary practices in area of expertise.
3. Considers input from others as a basis for deciding to improve his/her practice and demonstrates a willingness to grow.
4. Develops and implements a professional development plan based upon self and external evaluation.

B. The administrator demonstrates and promotes an atmosphere of respect for self and others.

1. Demonstrates tolerance for alternative perspectives and encourages contributions from groups that challenge traditional thinking.
2. Demonstrates sensitivity to differences in learning needs, modes of expression, and social and cultural backgrounds.

C. The administrator models ethical behavior.

1. Interacts with others in a professional manner consistent with his/her role.
2. Accepts responsibility for his/her own actions.

Regulatory Authority:

603 CMR 35.00: M.G.L. c.69, §1B; c.71, §38

Grievance Form

Appendix F

Grievant(s) _____ Case
No. _____

Association Schedule _____ **Date School Committee Schedule** _____
Date _____

Date of Occurrence _____

Date of Complaint Discussion _____

Grievance Time Limit _____ First Step Answer By _____

Second Step Referral By _____ Superintendent's Answer By _____

Third Step Referral By _____ School Committee's Answer
By _____

Arbitration Referral By _____

A. Statement of Grievance (including, where possible, reference to the appropriate provision(s) of the Agreement).

**APPENDIX H
Health Insurance**

- Employees will be offered a Town-Funded health reimbursement arrangement (HRA) for calendar years 2013, 2014 and 2015.
- School Committee will endorse, and seek Town agreement on, a continuation of the HRA to December 31, 2015. If the Town declines, the School Committee will not be in violation of the agreement by not continuing to offer an HRA. If the Town agrees to continue the HRA for any other bargaining unit beyond December 31, 2015, the School Committee will do the same for the duration of this contract.
- An HRA is an account funded by an employer to reimburse participating employees for out-of-pocket medical expenses on a tax-free basis. Similar to a flexible spending account (which is funded by the participating employee), amounts to be credited to the account are set by plan year. When an employee incurs an out-of-pocket medical expense that is covered by the plan, he or she submits a receipt with a claim form to the plan administrator for reimbursement. Although the expense must be incurred during the plan year, there's a period of time after the end of the year in which to file a claim. Because this kind of account is authorized by the Internal Revenue Code, the employee does not pay taxes on the reimbursement.
- The employer will pay the administrative cost of the HRA account.
- For calendar (plan) years 2013, 2014 and 2015, a family plan subscriber's account will be credited each year with \$1,000. An individual plan subscriber's account will be credited with \$400.
- Eligible expenses for reimbursement will be co-pays according to the following schedule:

Office visit—primary care	\$0
Office visit—specialist care	\$20
Emergency room (not admitted)	\$25
In-patient	\$150 per Admission
Same-day surgery	\$75
Diagnostic imaging	\$50
Prescription drug—retail	\$10 for each prescription \geq \$25
Prescription drug—mail order	\$20 for each prescription

- The Committee will recommend to the Town that the FSA allow participants to take a \$500 carryover into the following plan year in accordance with Internal Revenue Service rules.
- Any unexpended funds in an employee's account at the end of the plan year (calendar year) will revert to the Town.
- Claims incurred during a given plan year may be submitted for reimbursement up to several months after the end of the plan year.
- Terminated employees will retain access to HRA through the last day of health insurance coverage.
- The full amount of annual reimbursement will be available to employee at the beginning of the plan year.
- Participating employees must provide direct deposit information to facilitate reimbursement.
- Health insurance enrollees who exceed their \$1,000 per family or \$400 per individual HRA limits in a calendar year may submit receipts for expenses that would have qualified for HRA reimbursement for consideration to a town-wide account of \$50,000. Reimbursements from

this account will be based on the HRA reimbursement structure for the year. Reimbursement amounts will be calculated based on equitable distribution of funds after all eligible requests are submitted.

- The Committee will continue to provide the HRA for the calendar years 2014-2016 under the current conditions, including the schedule of eligible expenses and a \$50,000 town-wide account.
- 403(b): The Committee will provide a third party administrator to provide compliance and support for up to ten (10) qualified 403(b) providers.